Motor Trade

INSURANCE POLICY

Please read this document carefully. Should You have any questions, please contact Your insurance agent.

Arch | Insurance

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Introduction

Thank You for choosing Arch Insurance to be Your Motor Trade insurance provider.

Please read this Policy, the Schedule, any Endorsements and the Certificate of Motor Insurance in conjunction with the Statement of fact carefully. Make sure the cover provided meets Your requirements and that the details shown on the Schedule and Statement of fact are correct. We are keen to work in partnership with You and avoid any misunderstandings.

The documents have been prepared in accordance with Your instructions. Your premium has been based on the information shown in the Schedule and recorded in Your Statement of fact.

Immediate notice should be given to Us of any changes which may affect the insurance provided by this Policy.

Alterations in the cover required after the issue of the Policy will be confirmed by a separate Endorsement and/or Schedule and/or Statement of Fact and/or Certificate of motor insurance which You should file with Your Policy. You should refer to the Schedule and Statement of Fact and Endorsement(s) and the Policy to ascertain precise details of cover currently in force.

If You have any questions about any of Your Motor Trade insurance documents, or you require a hard copy of the Policy documents, please contact Your insurance agent. This insurance is written in English and all communications about it will be in English. Unless We have agreed otherwise with You, this insurance is governed by English law.

Our Promise to You

Our goal is to provide excellent customer service to all Our customers but we recognise that sometimes things may go wrong. We take complaints seriously and aim to resolve all of Our customers' problems promptly.

If this cover does not meet with Your requirements please return all of Your documents, including any Employers Liability Certificate(s) and Certificate of Motor Insurance, to Your insurance agent who has arranged the cover, within 14 days of receipt. We will return part of the premium proportionate to the unexpired Period of Insurance, provided that no claims have been paid or outstanding during the current Period of Insurance.

If You wish to terminate the cover at any other time, please contact Your insurance agent who arranged it; any return premium will be at Our discretion.

Making a Claim

To report or make a claim follow the instructions provided in the General Conditions – Claims Procedure.

If You need additional assistance, please contact Your insurance agent.

Do You need some additional support?

We are committed to ensuring that Our customers receive additional support and guidance when they need it. We understand that vulnerability can affect anyone, and that it may be temporary or permanent.

We can provide support by adjusting Our communication methods and processes if You need Us to. We also have dedicated support resources that can help You.

If there are specific circumstances or requirements that You think we should be aware of, such as health issues, financial hardship, bereavement, or anything else, please contact Your insurance agent or contact Us.

You can find additional information here: Vulnerable Customers - Arch Insurance

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To make a legal expenses claim

This section is provided by ARAG Legal Expenses Insurance Company Limited (ARAG).

Important information: Please do not ask for help from a lawyer, accountant or anyone else before ARAG have agreed that you should do so. If you do, they will not pay the costs involved even if they accept the claim.

Report your claim: Call ARAG on **0370 755 3111**, available 24 hours a day, 7 days a week. Have your ARAG policy number **TS5/6954722** ready and you'll be asked about your claim.

ARAG will assess the claim to ensure it is covered by your policy, and, if it is, will send it to a lawyer who specialises in that type of claim. The lawyer will assess your case and tell you how likely it is that you will win. If you are more likely than not to win, the lawyer will manage the case from start to finish.

Please note this is an overview of the claims process for guidance purposes only. ARAG'S claims handlers can answer any questions you may have when they receive your claim.

Alternatively you can visit claims.araginsurance.co.uk

To make a Motor Legal Protection claim

This section is provided by ARAG Legal Expenses Insurance Company Limited (ARAG).

Phone ARAG on **02920 857238** quoting reference **TSO/6954499** as soon as possible.

ARAG's claims handlers can answer any questions You may have when they receive Your claim.

Alternatively, You can visit claims.araginsurance.co.uk

To make a motor claim

If you need to report or make a claim for Accident, Fire, Theft, Vandalism or Windscreen contact our helpline which is open 24 hours a day 365 days a year on **0333 207 2262**. Alternatively call **+44 20 3023 3383** from outside the United Kingdom.

It is important that You notify Us of any Accident at the earliest opportunity, if safe to do so from the scene of the accident. This will help Us to give You the best service as well as control the claim costs and the future cost of Your insurance.

Alternatively to register a new claim under any Section other than Motor Legal Protection, You can email full claim details, including Your Arch Motor Fleet Policy Number, to Us at:

- For new claims: newukmotorclaims@archinsurance.com

Or if you are contacting Us about an existing claim, You can email Us at:

- For existing claims: ukmotorclaims@archinsurance.com

All other claims

To register a claim under any other Section You should email full details of the claim including your Arch policy number to commercial.claims@archinsurance.com or call **0345 258 3880.**

If You have a need to seek additional assistance, please contact Your insurance agent.

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Helplines and Online Tools

ARAG Legal Expenses Insurance Company Limited (ARAG) provides the following helplines and online tools. The legal advice service is provided by ARAG Law Limited and/or a Preferred Law Firm on behalf of ARAG.

You can contact ARAG'S UK-based call centre 24 hours a day, seven days a week during the Period of Insurance. However, they may need to arrange to call You back, depending on the enquiry. To help ARAG check and improve their service standards, they may record all calls. When phoning, please quote Your ARAG policy number TS5/6954722.

ARAG will not accept responsibility if the helpline services are unavailable for reasons they cannot control.

Legal Advice Helpline 0370 755 3111

Advice can be provided on any commercial legal problem affecting Your Business under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible, the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However, if this is not possible, they will arrange to call You back at a time to suit You.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist legal matters, ARAG will refer You to one of their specialist advisers.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, ARAG will arrange to call You back.

Tax Advice Helpline 0370 755 3111

Advice can be provided on any tax matters affecting the Business, under UK law.

This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, ARAG will arrange to call You back.

Counselling Helpline 0117 934 2121

ARAG will provide the Insured Person (and any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by ARAG.

The counselling service helpline is open 24 hours a day, seven days a week.

Identity Theft Helpline 0344 848 7071

If Your directors or their spouses/civil partners are resident in the UK or the Channel Islands, ARAG will provide them with detailed guidance and advice over the phone about being or becoming a victim of identity theft. This helpline is open 8am-8pm, seven days a week.

Employment Manual - Visit www.arag.co.uk/customer/business-legal-expenses-insurance/employment-manual/

The ARAG Employment Manual offers comprehensive, up to date guidance on employment law.

To view it, please visit www.arag.co.uk/customer/business-legal-expenses-insurance/employment-manual/.

If You would like notifications of when updates are made to the Employment Manual, please email ARAG at employmentmanual@arag.co.uk quoting Your ARAG policy number **TS5/6954722.**

ARAGBusinesslaw - Visit www.aragbusinesslaw.co.uk

ARAG Businesslaw contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help You with the day-to-day running of Your Business, including comprehensive, current guidance on employment law, as well as helping You to manage Your exposure to legal risk.

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ARAG Businesslaw's document builders can help You quickly create documents such as:

- HR policies
- T&C documentation
- Privacy statements
- Copyright and trademark licences
- Data protection policy
- Employee contracts
- Debt recovery letters

In addition, ARAG Businesslaw contains hundreds of regularly updated expert guides and videos on topics such as branding, crowdfunding, financial and tax planning, and marketing strategy to help build and grow Your Business.

How do I get started?

1. Visit www.aragbusinesslaw.co.uk
2. Select "Register for ARAG Businesslaw".
3. Enter **DASBARC100** into the 'voucher code' text box and press Validate Voucher.

Fill out Your name and email address, create a password, and specify what type of Business You have.

Validate Your email address by pressing the link in the confirmation email that You receive.

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How to Complain

If You have an enquiry about this Policy please contact Your insurance agent who arranged the Policy for You.

Our aim is to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. We are committed to providing the highest standard of service at all times.

If you have cause to make a complaint, you can do so at any time by following the steps outlined below.

How to make a complaint

You can contact Us at:

Email: complaints@archinsurance.com

Call: 0333 207 2268 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK)

Post: Complaints Manager
Arch Insurance (UK) Limited
4th Floor, 10 Fenchurch Avenue
London EC3M 5BN

Or You can complete an online complaint form at:
https://insurance.archgroup.com/divisions/international/consumer-complaint/

For complaints relating to the Engineering Inspection Section, please contact:

Email: complaints@hsbeil.com

Call: **0330 100 3433** (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK)

Post: Customer Relations Department
HSB Engineering Insurance Service Limited
Chancery Place, 50 Brown Street
Manchester M2 2JT

Or You can complete an online complaint form at:
www.munichre.com/hsbeil/en/contact/inspection-service-complaints.html

For complaints relating to the Legal Expenses Section or Motor Legal Protection Section, including complaints relating to the helplines and online tools, please contact:

Email: customer-relations@arag.co.uk

Call: **0344 893 9013** (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK)

Post: Customer Relations Department
ARAG Legal Expenses Insurance Company Limited
Unit 4a, Greenway Court
Bedwas, Caerphilly CF83 8DW

Further information is available from ARAG at:
www.arag.co.uk/complaints

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If We have not resolved Your complaint

If We do not succeed in resolving your complaint, or if You have not received a final response, within 8 weeks of the complaint being made, You may have the right to refer Your compliant to the **Financial Ombudsman Service (FOS).** You must do this within six months of receiving Our final response letter.

Contact details for **the Financial Ombudsman Service (FOS)** are:

Call:	0800 023 4567	(calls to this number are free from "fixed lines" in the UK)
or	0300 123 9123	(calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK)
Post:	The Financial Ombudsman Service Exchange Tower London E14 9SR	
Web:	www.financial-ombudsman.org.uk/make-complaint	
Email:	complaint.info@financial-ombudsman.org.uk	

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk.

Following this complaints procedure does not affect your right to take legal action.

Financial Services Compensation Scheme

Arch Insurance (UK) Limited, and the insurers of this Policy are covered by the Financial Services Compensation Scheme (FSCS)

If We are unable to meet Our obligations You may be entitled to compensation from the scheme depending on the type of insurance and the circumstances of the claim

Their telephone number is **0800 678 1100** or **020 7741 4100**

Further information is available from the FSCS at www.fscs.org.uk.

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Important Information

Motor Insurance Database

You will need to submit the Vehicle information direct to the MID online at the MID website https://identity.mib.org.uk/user/login

You will need a security code to access the website and load and update Your Vehicles; please call the Arch MID helpline on **0808 234 4265** (freephone) to obtain this code. For non-urgent assistance you can email midhelpdesk@archinsurance.com

Further information can be found in the **Road Risks section**.

Employers' Liability

The Employers Liability (Compulsory Insurance) Regulations 1998 lay down certain obligations for employers and in particular You should be aware of the following

Display of Certificates

We will provide You with a Certificate of Employers Liability Insurance and this will state clearly the companies covered by it You must display either an original copy or make available a copy of the Certificate of Employers Liability Insurance in an electronic format at each Business Premises where Your Employees can see it easily

Retention of Certificates

The Employers' Liability (Compulsory Insurance Amendment) Regulations 2008 remove the requirement for You to retain copies of Certificates of Employers Liability Insurance that have expired for at least 40 years However it is still good business practice to retain the certificates because certain claims e.g. disease could be made many years after the disease is caused and if Your insurer cannot be identified You could be liable for any payments.

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Fair Processing Notices

Arch Privacy Notice

Arch Insurance (UK) Limited ("Arch") is committed to safeguarding the privacy and security of all personal information held by Us. This notice explains who We are, the types of personal information We hold, how and why We use it, who We share it with, how long We keep it and Your data protection rights. Further details can be found within Our full privacy notice which is available on Our group website www.archgroup.com/privacy-policy/

Who We are

Arch is part of the Arch Capital Group Ltd group of companies and is registered with the Information Commissioner's Office, registration number **Z2421416**. Arch is the Data Controller of the information You provide to Us for the products and services We provide to You.

Further information about Arch can be found at Our website listed above.

What personal information do We collect about You

We will collect personal information which may include Your name, telephone number, email address, postal address, occupation, date of birth, prior insurance history (including previous claims), details of the insurance product or service You wish to use and payment details (including bank account number and sort code). We may collect credit and anti-fraud information such as Your credit history.

We may also need to request and collect sensitive personal information such as details of relevant criminal offences and convictions or medical history. We will only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided.

How and why We use Your personal information

We will use Your personal information to:

- Provide quotations and set up this Policy;
- Manage this Policy and provide the products or services You have requested;
- Process claims, including the defence or prosecution of legal claims, and to investigate and prevent fraud;
- Develop new products and services;
- Undertake statistical analysis.

We may process Your personal information for the following reasons:

- For the purpose of managing Your insurance and any claims You make;
- It is necessary to meet the terms of an insurance contract with You or a third party on Your behalf;
- It is necessary to meet an obligation We have by law;
- It is in Our or a third party's legitimate interest, such as to prevent and detect fraud, performing data analytics for risk modelling purposes and for any sale, merger or takeover of all or part of Arch.

How We collect Your personal information

We may collect information about You from various sources, including:

- You or a representative such as a family member, Your insurance agent or employer;
- Other insurance companies or their representatives;
- Credit reference agencies;
- Anti-fraud databases or sanctions lists providers;
- Government agencies such as HM Revenue & Customs and the Driver and Vehicle Licensing Agency;
- Publicly available sources such as court judgments and electoral registers;
- Third-party service providers (such as a loss adjuster) or any third parties involved with a claim.

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Who do We share Your personal information with?

We may share Your information with:

- Third parties who help Us deliver Our products and services to You. This can include claims handlers, loss adjusters, legal representatives and data-storage providers;
- Your insurance agent;
- Other insurers and reinsurers;
- Credit reference bureaus and other financial firms involved in any financial payments;
- National anti-fraud databases and fraud prevention agencies including the Claims and Underwriting Exchange and the Motor Insurers Anti-Fraud and Theft Register;
- Auditors, regulators, police or law enforcement bodies and statutory or regulatory authorities, including but not limited to the Employer's Liability Tracing Office and the Motor Insurers' Bureau;
- Companies within the Arch Capital Group Ltd group of companies to help deliver Our products and services.

When We use third parties to deliver Our products and services, Your personal information will only be used for the provision and administration of the services provided to You. We require third parties to take all steps which are reasonably necessary to ensure that Your data is treated securely and in accordance with this notice.

The data We collect about You may be transferred to, and stored at, a destination outside of the United Kingdom ("UK") or the European Economic Area ("EEA"). We will ensure that such transfers of personal information are protected by appropriate contractual clauses and that the transfer of information complies with all relevant data protection laws.

We work in partnership with the MIB and associated not-for-profit companies who provide several services on behalf of the insurance industry. At every stage of Your insurance journey, the MIB will be processing Your personal information and more details about this can be found via their website: www.mib.org.uk. Set out below are brief details of the sorts of activity the MIB undertake:

- checking Your driving licence number against the DVLA driver database to obtain driving licence data (including driving conviction data) to help calculate Your insurance quote and prevent fraud;
- checking Your 'No Claims Bonus' entitlement and history;
- prevent, detect and investigate fraud and other crime, including, by carrying out fraud checks;
- maintaining databases of:
  - insured vehicles (Motor Insurance Policy Database or Motor Insurance Database/MID);
  - vehicles which are stolen or not legally permitted to be on the road (Vehicle Salvage & Theft Data or MIAFTR);
  - motor, personal injury and home claims (CUE);
  - Employers' Liability Insurance Policies (Employers' Liability Database);
- managing insurance claims relating to untraced and uninsured drivers in the UK and abroad;
- working with law enforcement to prevent uninsured vehicles being used on the roads; and
- supporting insurance claims processes.

How long We keep Your personal information for

We will not keep Your personal information for any longer than is necessary for the purpose for which it was provided, unless We are required to by law.

We will normally keep information for at least 7 (seven) years after the termination or cancellation of a product, contract or service that We provide. In certain cases, We will keep Your information for longer, particularly for types of insurance for which a claim could potentially be made by You or a third party at a future date, even after Your contract with Us has ended.

Your rights relating to Your personal information

Under data protection law You have several data protection rights. These include the right to request a copy of Your personal information, request to have Your information updated or corrected, request to have Your information deleted (right to be forgotten), object to how We are using Your information (including Our legitimate interests mentioned above), or request to have Your information sent directly to a third party.

These rights may not apply in all cases or there might be restrictions to how these apply. If You wish to exercise any of Your rights, please contact Our Data Protection Officer whose contact details are below.

If You have any concerns about how We may use or have used Your personal information, please contact Us and We will try to resolve Your concerns. You may also contact the UK Data Protection Regulator - the Information Commissioner's Office, whose details can be found on their website www.ico.org.uk.

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How to contact Us

You can contact Us for any data protection queries by email: **DPO@archinsurance.com** or by writing to The Data Protection Officer, **Arch Insurance (UK) Limited**, 4th Floor, 10 Fenchurch Avenue, London EC3M 5BN.

ARAG Legal Expenses Insurance Company Limited (ARAG) Privacy Notice

Legal Expenses Section and Motor Legal Protection Section

We process your personal information in accordance with our Privacy Notice. You can find our Privacy Notice online at www.arag.co.uk/privacy.

Alternatively you can make a request for a printed copy to be sent to you by contacting dataprotection@arag.co.uk.

HSB Engineering Insurance Services Limited Privacy Notice

Engineering Inspection Section

How We use Your information

We are the controller of any personal information You provide to Us or which is processed in connection with You receiving Inspection Services from Us.

We collect and process information about You that We reasonably deem necessary in order to provide You with Inspection Services. Your information is also used for business purposes such as fraud prevention and financial management.

We may share Your information with, and obtain information about You from, third parties such as credit reference agencies, fraud prevention agencies or public bodies responsible for health and safety.

For further details on how Your information is used and Your rights in relation to Your information, please see Our Privacy statement at https://www.munichre.com/hsbeil/en/legal/privacy-statement.html.

How You use Our information

Our employees, agents, contractors and other representatives may share their personal information with You and Your employees, agents and sub-contractors as is necessary to enable Us to provide You with Inspection Services. You are the controller of such information. Notwithstanding this, You shall process such information in accordance with all applicable data protection laws and shall:

- only process such information for the purposes of receiving Inspection Services from Us;
- implement and maintain appropriate technical and/or organisational measures to preserve the confidentiality and integrity of the information and prevent any unlawful processing or disclosure or damage, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of the data subjects;
- not disclose any such information to any third party in any circumstances except as required or permitted by this Policy;
- only transfer such information outside of the European Economic Area if appropriate steps are undertaken as required by applicable data protection laws to ensure such transfers are subject to adequate safeguarding measures;
- notify Us promptly upon becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to any such information; and
- ensure that only those of Your Employees, agents and sub-contractors who need to have access to the information are granted such access to the information and only for the purposes of receiving Inspection Services from Us and that such Employees, agents and sub-contractors (and those to whom personal information is provided directly by Us) are informed of the confidential nature of the information, are subject to appropriate contractual obligations of confidentiality, undergo adequate training in the handling of personal information and comply with the obligations set out in this statement.

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The Contract of Insurance, the Underwriters and Engineering Inspection

This Policy is underwritten by Arch Insurance (UK) Limited and certain other insurers (hereinafter called the 'Underwriters'). The Engineering Inspection Section is a service provided by HSB Engineering Insurance Services Limited (HSBEISL), detailed below ("Engineering Inspection Service").

In consideration of payment of the premium by You, the Underwriters will provide, for the Period of Insurance, the insurance described in this Policy as set out in the Schedule.

In consideration of payment of the fee by You, HSBEISL will provide, for the Period of Insurance, the Inspection Service described in the Schedule and the Engineering Inspection Section.

No company shall be responsible for the liability of any other company that insures or provides a service under this Policy.

Although reference is made at various points in this clause to "this contract" in the singular where circumstances so require this should be read as a reference to contracts in the plural.

Legal Expenses and Motor Legal Protection Sections

ARAG Legal Expenses Insurance Company Limited (ARAG)

- Registered Office: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.
- Registered in England and Wales, Company number: 103274.
- Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
- FCA register number: 202106.
- Website: www.arag.co.uk

All Other Sections

Arch Insurance (UK) Limited

- Registered Office: 4th Floor, 10 Fenchurch Avenue, London EC3M 5BN.
- Registered in England and Wales, Company number: 4977362.
- Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
- FCA register number: 229887.
- Website: https://insurance.archgroup.com/business/international/uk/

You can check this information on the Financial Conduct Authority register by visiting the FCA's website **www.fca.org.uk/register** or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation Authority can be found at www.bankofengland.co.uk/pra.

Engineering Inspection Service

HSB Engineering Insurance Services Limited (HSBEISL)

- Registered Office: Chancery Place, 50 Brown Street, Manchester, M2 2JT.
- Registered in England and Wales, Company number: 3010292.
- Accredited by UKAS as a type A Inspection Authority in accordance with the recognised international standard ISO/IEC 17020. (Customer Number: 0010).
- Website: https://www.munichre.com/hsbeil/en/services/engineering-inspection-services.html

You can check this information on the United Kingdom Accreditation Service (UKAS) website by visiting the UKAS's website https://www.ukas.com/find-an-organisation/ (0010Inspection Body Single).

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Your Policy

This Policy is a legal contract between You and Us. You must make a fair presentation of the risk to Us at inception renewal and variation of the Policy.

Your proposal (if you made one), Statement of fact, the Certificate of Motor Insurance the Schedule Your Policy and any Endorsements shall be considered one legal document.

It is important that You read all Your documents carefully and let Your insurance agent know immediately if the insurance does not meet Your requirements or if any information is inaccurate or incomplete. If any changes are required, this may result in changes to the terms and conditions of the Policy or a refusal to provide cover.

Your obligations under the Policy

The Policy imposes certain obligations upon You which, if not complied with, may invalidate this insurance or a claim.

Some of these obligations are expressed to be Conditions, General Conditions or Conditions Precedent. These are extremely important. If you are in breach of any of these obligations at the time of a loss We will have no obligation to indemnify You in relation to any claim for that loss.

However if a Condition, General Condition or Condition Precedent is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time, We will not rely on the breach of that Condition, General Condition or Condition Precedent to exclude, limit or discharge our liability, if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Steps to be taken if you cannot comply

If You are unable to comply with any Condition, General Condition or Condition Precedent, You should contact Us as soon as reasonably possible through Your insurance agent. We will decide whether We might be prepared to agree a variation in the Policy.

All Conditions, General Conditions or Conditions Precedent remain effective unless You receive written confirmation of a variation from Us through Your insurance agent.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance agent when You incept or renew this Policy.

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General Definitions

Each time We use one of the words or phrases listed below it will have the same meaning wherever it appears in Your Policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the Policy except for headings and titles

Some Sections of the Policy may contain additional definitions which apply to that particular Section. These must be read in conjunction with the following General Definitions

We/Us/Our

The Underwriters as set out in the section of the Policy headed The Contract of Insurance, the Underwriters and Engineering Inspection, or HSB Engineering Insurance Services Limited (HSBEISL) in respect of the Engineering Inspection Service provided under the Engineering Inspection Section.

You/Your/Policyholder

The person(s) or Company shown in the Schedule as the Policyholder

Business

Activities directly connected with the Business described in the Statement of Fact and specified in the Schedule

Policy

This Policy is made up of a number of documents to be read collectively. These documents are the

1. Policy
2. Schedule
3. Endorsements
4. notice to Policyholders
5. Statement of fact or proposal form
6. Certificate of motor insurance

Condition Precedent

Any term expressed Condition Precedent is extremely important

If You are in breach of any of these obligations at the time of a loss We will have no obligation to indemnify You in relation to any claim for that loss

However if a Condition Precedent is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time We will not rely on the breach of that Condition Precedent to exclude limit or discharge Our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

Damage

Accidental loss destruction or damage

Employee

Any person working under Your control in connection with the Business who is

1. under a contract of service or apprenticeship with You
2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You
3. a labour master or person supplied by him
4. a person engaged by a labour only sub-contractor
5. a self-employed person working on a labour only basis under Your control or supervision
6. a driver or operator of hired-in plant
7. a trainee or person undergoing work experience

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8. a voluntary helper
9. persons working under the Community Offenders Act 1978 the Community Offenders (Scotland) Act 1978 or similar legislation
10. at Your request outworkers or home workers employed under contracts to execute personally any work in connection with the Business

Excess

The first amount of each and every claim for which you shall be responsible as shown in the Schedule and where applicable as more particularly defined in the relevant sub-section of this Policy

Injury

Bodily injury including death illness or disease

Limit of Liability

The Limit of Liability stated in the Schedule

Money

Current coin bank and currency notes postal and money orders bankers' drafts cheques and giro cheques crossed warrants bills of exchange and securities for money postage revenue national insurance and holiday with pay stamps national insurance and holiday with pay cards national savings certificates war bonds premium savings bonds and franking machine impressions credit company sales vouchers luncheon vouchers trading stamps and VAT invoices

Period of Insurance

The period shown in the Schedule for which We accept Your Premium

Premises

The part of the Premises at the address or addresses specified in the Statement of Fact and described in the Schedule occupied by You for the purpose of the Business

Property

Material property

Schedule

The Schedule for the time being in force showing the cover which applies

Statement of Fact

This is a record of the information that You provided to Your insurance agent about Yourself and Your Business upon which Your insurance quotation is based

Sum Insured

The Sum Insured stated in the Schedule

Vacant or Disused

The Premises or any part thereof that have become unoccupied untenanted or which have not been actively used for a period of more than 30 consecutive days

Vehicle(s)

Any motor vehicle trailer caravan or agricultural implement relating to the Business including its accessories and spare parts whilst on or temporarily detached from the vehicle

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General Conditions

Each Section of the Policy contains conditions and must be read in conjunction with the following General Conditions which apply to all Sections unless otherwise stated

Average

Where a Sum Insured is subject to average, if at the time of the Damage the Sum Insured is less than the actual value of the property, the amount that We pay will be reduced.

The reduction will be calculated by reference to the proportion which the premium charged for the relevant item bears to the premium that We would have charged for that item had We been provided with the correct Sum Insured. For example, if the premium charged was £5,000 for the relevant item and the premium that We would have charged for that item was £10,000, the amount of Our payment will be reduced by 50%. Less any applicable Excess.

Cancellation

1. You may cancel Your Policy
    a. within 14 days of receiving Your policy documents for the first Period of Insurance if for any reason You are dissatisfied or the Policy does not meet Your requirements
    b. if at any time You sell the Business or sell all of the property insured shown in the Schedule or You cease trading

    If You cancel the Policy We will return part of the premium proportionate to the unexpired Period of Insurance provided that no claims have been Paid or outstanding during the current Period of Insurance
2. Other than when the General Condition Fraud applies We may cancel Your Policy
    a. By sending You 7 days written notice to Your last known address and in respect of the Road Risks Section in the case of Northern Ireland to the Department of the Environment Northern Ireland

    We will return part of the premium paid proportionate to the unexpired Period of Insurance provided that
        i. No claims have been paid or are outstanding or incidents reported that could give rise to a claim during the current Period of Insurance
        ii. We have not identified a breach of any Policy Condition
    b. Immediately if the premium has not been paid or there has been a default under an instalment or linked credit agreement

If this Policy, the Employers Liability Section or the Road Risks Section is cancelled any Certificates of Employers Liability Insurance or motor insurance are cancelled from the same date and copies of Certificates of Employers Liability Insurance should not be displayed at Your Premises

Change of Risk

You must notify Us prior to or immediately if during the Period of Insurance there is any change in Your ownership of the Business or if there is any change:

1. in or to the Business
2. due to the Business being wound up or carried on by a liquidator or receiver or permanently discontinued
3. due to its disposal or removal
4. in respect of which Your interest ceases except by operation of law
5. in respect of the risk of subsidence ground heave or landslip where any demolition construction ground works or excavation work is being carried out on any site adjoining the Premises
6. to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by You to Us at inception renewal or change of the Policy

which materially increases risk of loss or Damage as Insured by this Policy

Should You be in any doubt as to whether information should be presented to Us You must

i. discuss it with Your insurance agent or
ii. disclose it to Us

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Upon being notified of any such change We may at Our absolute discretion

a. continue to provide cover under the appropriate Section on the same terms
b. restrict the cover provided by the Section
c. impose additional terms
d. alter the premium
e. cancel the Section and or the Policy

If You fail to notify Us of any such change We may at Our absolute discretion

a. treat the appropriate Section and the Policy as if it had come to an end as at the date of the alteration of the risk returning a proportionate amount of the premium for the unexpired Period of Insurance if We would have cancelled the Section and the policy had We known of the increase in risk
b. treat the Section and the Policy as if it had contained such terms other than relating to premium or other restrictions from the date of change in risk as We would have applied had We known of the increase in risk
c. reduce proportionately the amount paid or payable on any claim the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had We known of the increase in risk

Choice of Law and Jurisdiction

The appropriate law as set out below will apply unless You and Us agree otherwise:

1. The law applying to that part of the United Kingdom, Channel Islands or the Isle of Man in which You normally live or (if applicable) the first named Policyholder lives; or
2. in the case of a business, the law applying in that part of the United Kingdom, Channel Islands or the Isle of Man where it has its principal place of business; or
3. should neither of the above be applicable, the law of England and Wales will apply.

All disputes arising out of or in connection with the Policy will be subject to the exclusive jurisdiction of the Courts of the part of the United Kingdom or the Courts of the Channel Islands or of the Isle of Man, as applicable, whose law is deemed to apply in 1., 2. or 3. above.

Claims Procedure

It is a Condition Precedent to Our liability under this Policy that

1. You provide written notice to Us as soon as reasonably practicable where You have knowledge of any event occurrence prosecution inquest or inquiry which may result in a claim regardless of Excess and pass to Us immediately on receipt every letter claim writ summons and process in connection with any claim
2. You pass to Us as soon as is reasonably practicable every letter claim writ summons and process received in connection with any claim
3. You notify the police as soon as reasonably practicable of Damage caused by malicious persons or thieves
4. You at Your expense provide Us with a written claim containing as much information as possible of the accident Damage or Injury including the amount of the claim within
    a. 30 days of Your becoming aware of the event or occurrence
    b. 7 days in the case of Damage caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons

    or such further time that We may allow
5. You provide Us with all information and help We require in respect of the claim
6. You pass to Us unanswered immediately all communications from third parties in relation to any event which may result in a claim under this Policy
7. You will not admit or repudiate liability nor offer to settle compromise make payment which may result in a claim or pay any claim under this Policy without Our written agreement
8. You carry out or permit to be taken any action which may be reasonably practicable to prevent or minimise loss and/ or interruption of the Business and to prevent further accident Damage or Injury

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9. We will be entitled at any time and at Our discretion if Damage occurs which may lead to a claim to
    a. enter or take possession of the Premises
    b. take possession of or require to be delivered to Us Property Insured which We will deal with in a reasonable manner
    c. take over and conduct in Your name the defence or settlement of any claim or to prosecute any claim in Your name for Your benefit and have full discretion in the conduct of any proceedings and in the settlement of any claim

    without incurring liability or reducing Our rights
10. We will not pay for loss destruction or damage or provide cover under the Legal Liabilities Section if You or anyone acting on Your behalf
    a. do not comply with Our requirements
    b. hinder or obstruct Us

    You are not entitled to abandon Property to Us

Contracts (Rights of Third Parties) Act 1999

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

Contribution

Applicable to the Legal Liabilities Section

1. If the insurance provided by these sections is also covered by another policy (or would but for the existence of these sections) We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these sections not been effected

Applicable to all other Sections insured by this Policy

2. Where any Damage or liability covered by the Policy is also covered by another policy (or would be but for the existence of this Policy) We will only pay a rateable share of the loss
3. If the other insurance is subject to a condition of average and this Policy is not this Policy will be become subject to the same condition of average
4. If the Property covered by the other insurance is subject to a provision excluding proportional payment in whole or part the payment We make will be limited to the proportion of Damage as the Sum Insured bears to the value of the property

Discharge of Liability

We may at any time pay

1. The Limit of Liability or the Limit of Indemnity or
2. The Sum Insured or
3. A smaller amount for which a claim can be settled after deduction of any sum already paid We will not make any further payments except for costs and expenses incurred prior to the payment of the claim

Fair Presentation of the Risk

We are keen to work in partnership with You and avoid any misunderstandings

1. You must make a fair presentation of the risk to Us at inception renewal and variation of the Policy

    Should You be in any doubt as to whether information should be presented to Us You must
    a. discuss it with Your insurance agent or
    b. disclose it to Us
2. We may at Our absolute discretion avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is
    a. deliberate or reckless or
    b. of such other nature that if You had made a fair presentation We would not have issued the Policy

    We will return the premium paid by You unless the failure to make a fair presentation is deliberate or reckless

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3. If We would have issued the Policy on different terms had You made a fair presentation We will not avoid the Policy except where the failure is deliberate or reckless but We may instead at Our absolute discretion
    a. reduce proportionately the amount paid or payable on any claim the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had You made a fair presentation and or
    b. treat the Policy as if it had included such additional terms other than those requiring payment of the premium as We would have imposed had You made a fair presentation

For the purposes of this condition references to

a. avoiding a Policy means treating the Policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before the inception of the Policy) the renewal date (where the failure occurs at renewal of the Policy) or the date of change (where the failure occurs when the Policy is changed)
b. refunds of premium should be treated as refunds of premium back to the inception date renewal date or date of change as the context requires
c. issuing a Policy should be treated as the references to issuing the Policy at inception renewing or change of the Policy as the context requires
d. premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition where there is more than one contract of insurance

Fraud

If You or anyone acting on Your behalf to obtain a benefit under this Policy

1. makes any false or fraudulent claim
2. makes any exaggerated claim
3. supports a claim by false or fraudulent documents devices or statements whether or not the claim is itself genuine
4. makes a claim for loss or damage which You or anyone acting on Your behalf deliberately caused

We will

a. refuse to pay the whole of the claim and
b. recover from You any sums that We have already paid in respect of the claim

We will also notify You if We will be treating the Policy as having terminated with effect from the date of any acts set out in 1-4 above

In that event You will

a. have no cover under the Policy from the date of the termination and
b. not be entitled to any refund of premium

Interest Clause

The interests of third parties in the Property which You are required to include on this Policy under the terms of any mortgage property lease or hiring leasing or hire purchase agreement are automatically noted subject to You advising Us as soon as is reasonably practicable

Reasonable Care

It is a Condition Precedent to Our liability under this Policy that You

1. take all reasonable care to prevent or minimise any circumstances or to cease any activity which may cause Damage accident or Injury
2. maintain the business premises machinery equipment furnishings and Vehicles in a good state of repair
3. exercise care in the selection and supervision of Employees
4. comply with all relevant statutory requirements manufacturers recommendations and other regulations relating to the use inspection and safety of property and the safety of persons
5. make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

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Reinstatement

When We decide or are required to reinstate or replace any Property You will at Your expense provide

1. plans
2. documents
3. books
4. information

which we require.

Sanction Limitation and Exclusion

We shall not be liable to pay any claim or provide any benefit under any insurance cover or extension to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Sanctions and Financial Crime Documentation

For the purposes of this General Condition only, Sanctions and Financial Crime Laws and Regulations means any trade or economic sanctions, or financial crime laws, regulations, requirements, prohibitions or restrictions under United Nations' resolution(s) or the laws or regulations of the European Union, United Kingdom or United States of America.

Notwithstanding any other terms in this Policy to the contrary, including any sanctions conditions:

1. You must, upon any reasonable request in writing, provide to Us or Your insurance agent, all documentation reasonably required by Us or Your insurance agent:
    a. to satisfy Us; or
    b. to satisfy Your insurance agent; or
    c. to demonstrate to any regulator or other authority,

    that Your Business does not expose Us, Your insurance agent or You to any sanction, prohibition or restriction under Sanctions and Financial Crime Laws and Regulations;
2. If You fail to comply in any respect with the requirements of this General Condition, the following remedies will apply, in addition to any remedies under any other provisions of this Policy, including any sanctions conditions:
    a. We will be freed from all obligations under this Policy; and
    b. We will have no liability to You or any other party in connection with this Policy; and
    c. You will not be entitled to any return of premium and/or the premium will remain payable by You;
3. You must exercise best efforts to comply with the requirements of this General Condition. You will not be deemed to have breached this General Condition if You have been unable to comply with it for reasons outside Your control.

Statement of Fact

This is a record of the information that You provided to Your insurance agent upon which Your insurance quotation is based

Subjectivity Condition

If this policy has been issued or renewed subject to the following requirements

1. a) You providing Us with any additional information requested
    b) You completing any actions agreed between You and Us
    c) You allowing Us to complete any actions agreed between You and Us

    by the required date(s)
2. You allowing Us access to the Premises Your contract sites and or the Business to carry out survey(s) within 60 days of the inception or renewal date unless We agree otherwise in writing
3. You complying with all survey risk improvements to make alterations to the Premises or contract sites by the required date(s)

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and You do not complete these requirements by the required date(s), then We may at Our absolute discretion

a) modify the premium

b) issue a mid-term amendment to the policy or Section terms conditions and exceptions

c) exercise our right to cancel the Policy

d) leave the Policy or Section terms conditions and exceptions and the premium, unaltered

We will contact You with Our decision and where applicable specify the date(s) by which any action(s) agreed need to be completed by You and or any decision by Us will take effect If the premium terms or conditions are amended by Us then You will have fourteen (14) days to accept or reject the revised basis of indemnity

If You elect to reject the revised basis of premium terms and conditions then You shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance

If We exercise Our right to cancel the Policy then You shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance

To the extent that this condition conflicts with any other cancellation condition then this condition shall prevail

Except in so far as they are expressly varied by this condition all of the terms conditions exclusions and limits of this Policy and of the Sections of the policy shall continue to apply until We advise You otherwise

Subrogation

Anyone making a claim under this Policy must at Our request and expense do everything We reasonably require to enforce a right or remedy or obtain relief or indemnity from other parties to which We will become entitled or subrogated because of payment for or making good accident Damage or Injury

We may require You to carry out such actions before or after We make any admission of or payment of a claim

Warranties

Every warranty to which this Policy or any Section or item specified in the Schedule is or may be made subject to shall from the time the warranty attaches apply and continue to be in force during the duration of the Period of Insurance

Provided that if this Policy or Section or item specified in the Schedule is renewed a claim in respect of Damage occurring following renewal date shall not be barred by reason of a warranty not having been complied with at any time before the date of renewal

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General Exceptions

Each Section of the Policy contains exceptions and must be read in conjunction with the following General Policy Exceptions which apply to all Sections unless otherwise stated

This Policy does not cover

Nuclear Risks

Damage to any property or vehicle whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Subject to indemnity under the Employers Liability Sub-Section as far as concerns Injury caused to any of Your Employees if such Injury arises out of and in the course of employment or engagement of such person by You this General Exception shall only apply

a. in respect of liability of any Principal

b. liability assumed by You under agreement and which would not have attached in the absence of such agreement

War Government Action and Terrorism

1. Damage to any property or vehicle whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

   a. War Government Action or Terrorism

   b. civil commotion in Northern Ireland

2. legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from War Government Action or Terrorism except where we need to provide the minimum insurance required by the Road Traffic Act and to the extent stated in the Liability Provisions

For the purpose of this General Exception and its Liability Provisions

War shall mean war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution or military or usurped power

Government Action shall mean martial law confiscation nationalisation requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to War

Terrorism shall mean any act(s) of any person(s) or organisation(s) involving

1. the causing occasioning or threatening of harm of whatever nature and by whatever means
2. putting the public or any section of the public in fear

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) are wholly or partly of a political religious ideological or similar nature

In any action suit or other proceedings where We allege that by reason of this Exception as far as it relates to Terrorism any Damage or resulting loss or expense or consequential loss is not covered by this insurance the burden of proving that such Damage loss expense or consequential loss is covered shall be upon You

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Liability Provisions

Subject otherwise to the terms definitions exceptions provisions and conditions of this Policy and its Legal Liabilities Section

1. We will indemnify You under the Employers' Liability Sub-Section provided that in respect of any one claim or series of claims arising out of any one original event Our liability in respect of Your legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism shall not exceed £5,000,000
2. We will indemnify You under the Public Liability Sub-Section and Defective Workmanship/Sales Indemnity Sub-Section against Your legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism provided that Our liability for all damages (including interest thereon) shall not exceed
    a. in respect of or arising out of any one claim or series of claims arising out of one Event £2,000,000 or the amount of the Public Liability and Defective Workmanship/Sales Indemnity Sub-Section indemnity limit stated in the Schedule whichever is the lower but in respect of Defective Workmanship/Sales Indemnity this limitation shall apply to all insured events occurring in any one Period of Insurance

Pollution and Contamination

(This Exception does not apply to Legal Liabilities Section or Road Risks Section)

Damage caused by or arising from pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property insured caused by

1. pollution or contamination which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers malicious persons other than thieves earthquake storm flood bursting overflowing discharging or leaking of water tanks apparatus or pipes sprinkler leakage or impact by any road vehicle or animal
2. any of the Contingencies in (1) above which itself results from pollution or contamination

Date Recognition

(This Exception does not apply to Employers Liability Sub-Section)

Damage accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software whether Your property or not and whether occurring before during or after the year 2000

1. correctly to recognise any date as its true calendar date
2. to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
3. to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or to correctly process such data on or after any date

In respect of Property Damage Business Interruption Loss of Money Sections this General Exception shall not exclude subsequent Damage not otherwise excluded

Computer Virus and Hacking

1. Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether Your Property or not where such Damage is caused by Virus or Similar Mechanism or Hacking
2. financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking

but this shall not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from Fire Lightning Explosion Earthquake Aircraft or other aerial devices or articles dropped from them Riot Civil Commotion Strikes Labour Disturbances Malicious Persons (including the acts of thieves but excluding the acts of Malicious Persons which do not involve physical force or violence) Storm Flood Escape of Water or Oil from any tank apparatus or pipe Impact by any vehicle or animal.

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For the purpose of this General Exception

Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether Your Property or not

Date Recognition Computer Equipment

the expected cost which would have been incurred in modifying any computer data processing equipment or media microchip integrated circuit or similar devise or other equipment or system for processing storing or receiving data or any computer software so as to be able correctly to recognise save retain manipulate interpret or process any date after December 31st 1999 where such computer or other property is unable to do so at the time of any Damage insured by this Policy

Marine Policies

Damage to property which at the time of the happening of the Damage is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this Policy not been affected

Sonic Bangs

loss destruction or damage or any consequential loss occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

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Property Damage Section

Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section they should also be read in conjunction with the General Definitions at the start of the Policy

Business Hours

The period which the Premises are actually occupied by You Your partners directors or Employees for the purpose of the Business

Portable Computer Equipment

Personal computers microcomputers and similar equipment used for processing communicating and storing electronic data and which are designed to be carried by hand

Excess/Excesses

The amount or amounts shown in Your Policy or the Schedule which We will deduct from each and every claim at each separate location and will be deducted after the application of Average

You will repay any such amount paid by Us

Overnight Vehicle Excess

The Excess in respect of Damage to Vehicles on the Premises not contained in a locked building during the hours of 9pm and 6am at each separate location subject to the maximum amount as detailed in the Schedule and will be deducted after the application of Average

You will repay any such amount paid by Us

Property Insured

Buildings

1. Structures at the Premises
2. Landlords fixtures and fittings in and on the structures
3. Internal and external fixed glass sanitary ware and signs
4. Central heating systems
5. Concrete paved or asphalt forecourts yards terraces drives and footpaths
6. Wall gates and fences

Plant Machinery Trade Fixtures

1. Machinery plant fixtures fittings and other trade equipment including fixed fuel installations and their storage tanks
2. Money and stamps including National Insurance Stamps (excluding Damage by theft or any attempt thereat) for an amount not exceeding £2,000
3. Documents manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to You of the information contained
4. Computer systems records but only for the cost of the materials and clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to You of the information contained therein up to an amount not exceeding £25,000
5. Patterns models moulds plans and designs for an amount not exceeding the cost of the labour and materials expended in reinstatement

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6. Directors partners customers employees and visitors personal effects of every description (other than motor vehicles) for an amount not exceeding £500 any one person in so far as they are not otherwise insured but any cover granted under this Section for Damage by theft shall not apply to personal effects partly or wholly of precious metal jewellery watches furs contact lenses portable electronic entertainment equipment mobile telephones cameras money and securities of any description
7. Internal and external fixed glass sanitary ware and signs as detailed in the Schedule

all belonging to You or held by You in trust for which You are responsible but excluding Vehicles and Portable Hand Tools Computers and Electronic Equipment

Portable Hand Tools

You or Your Employees Portable hand tools for which You have accepted responsibility and are not more specifically insured up to a maximum value any one tool of £1,000

Computers and Electronic Equipment

All computers including personal computers computer installations and systems microchips integrated circuits microprocessors embedded systems hardware and any electronic equipment data processing equipment information repository telecommunications equipment computer controlled or programmed machinery equipment capable of processing data and / or similar devices whether physically or remotely connected thereto

Insured Vehicle(s)

Any Vehicle which is Your property or for retail sale including those leased in or on consignment from manufacturers or distributors or on commission for which You are responsible

Customer Vehicle(s)

Any Vehicle held in Your custody or control (not being vehicles temporarily on site for fuel sales or similar passing trade) for which You have accepted responsibility

Contents of Customers Vehicles

Property (not being Vehicles) held in Your custody or control being the Contents of Customers Vehicles (unless more specifically insured) for which You have accepted responsibility

Stock in Trade

1. Stock and materials in trade work in progress components and finished goods (not being Vehicles)
2. attractive stock comprising wines spirits tobacco DVDs audio tapes cassettes and CDs clothing including leather garments crash helmets tyres audio equipment subject to a maximum limit of £2,500 excluding items more specifically insured and stated in the Schedule

all owned by You or held by You in trust for which You are responsible

Tenants Improvements

Structural fixtures and fittings and decorations of Yours as occupier of the Premises

Cover

We will indemnify You in respect of Damage to Property Insured occurring during the Period of Insurance at the Premises as they appear in the Schedule subject to the Excess

The Sum Insured under each item other than for items solely applying to fees removal of debris rent private dwelling houses churches or buildings in course of erection Customers Vehicles and Contents of Customers Vehicles is separately subject to Average

Limit of Liability

The maximum We will pay under this Section in any one Period of Insurance will not exceed

1. the Sum Insured on each item or
2. the total Sum Insured or
3. any other maximum amount payable or limit of liability specified in the Schedule

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Section Extensions

All the following extensions shall apply subject to all other terms conditions limits exceptions of this Policy

Annexes

The Property Insured of

1. annexes conveniences and external hoists gangways and staircases
2. extensions communicating with any of the buildings within described
3. sub-stations

are insured under the respective items applying to the Property Insured to which such Property is attached or belongs

Architects Surveyors Legal and Other Professional Fees

The Sum Insured under each item of Building and Plant Machinery in the Schedule includes an amount in respect of architects' surveyors' legal and other professional fees necessarily incurred in the reinstatement of the Property Insured consequent upon Damage thereto but not for preparing any claim it being understood that the amount payable for such fees shall not exceed those authorised under the scale of charges of the respective professional bodies at the time of such Damage and that the liability for such Damage and fees shall not exceed in the aggregate the Sum Insured by each such item

Capital Additions

We will indemnify You in respect of Damage to

1. alterations additions and or improvements to the buildings and /or machinery but no appreciation in value thereof
2. newly acquired and/or newly occupied premises provided they are not otherwise insured anywhere in Great Britain Northern Ireland the Isle of Man or the Channel Islands

Provided that

a. at any one Premises this extension shall not exceed 10% of the Sum Insured under the relevant item or £250,000 in the aggregate whichever is the less

b. You shall advise Us

   i. every six months in respect of any such alterations additions and improvements

   ii. as soon as practicable of any newly acquired and or newly occupied premises

You will pay the appropriate additional premium required from inception of such additional cover and amounts declared shall be added by endorsement to the Sum Insured by the relative item whereupon these provisions shall be fully reinstated.

Contract Sale Price

If an Insured Vehicle sold by You is undelivered and for which You are responsible suffers Damage and the sale contract is cancelled by reason of its condition Our liability will be based on the contract price for the Vehicle.

Damage to Framework (Glass in Buildings)

Any cover granted under this Section in respect of Damage to fixed glass includes the reasonable costs of any necessary boarding up or temporary glazing pending the replacement of broken glass and of removing and re-fixing window fittings and other obstacles to replacement

The maximum we will pay in respect of any one claim under this Extension is £10,000

Day One Basis

Applicable only to those items showing a Declared Value (DV) as stated in the Schedule

1. You having stated in writing the Declared Value incorporated in any item to which this Extension applies, the premium has been calculated accordingly

   For the purposes of this Extension Declared Value shall mean;

   Your assessment of the cost of reinstatement of Buildings arrived at in accordance with paragraph (1) of the Basis of Claims Settlement Condition at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for

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a. the additional cost of reinstatement to comply with
    i. European Union Legislation
    ii. Act of Parliament
    iii. Bye-Laws of any public authority
b. professional fees
c. debris removal costs

2. You must notify Us of the Declared Value at the start of each Period of Insurance

   If You fail to notify Us of the Declared Value at the start of any Period of Insurance We will use the last Declared Value notified to Us for the following Period of Insurance after the application of Index Linking

3. Provisions (2) and (3) of the Basis of Claims Settlement Condition are restated as follows

   (2) the amount We will pay will be reduced if at the time of the Damage the Declared Value is less than the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of this Condition at the start of the Period of Insurance.

   The reduction will be calculated by reference to the proportion which the premium charged for the relevant item bears to the premium that We would have charged for that item had We been provided with the correct Sum Insured. For example, if the premium charged was £5,000 for the relevant item and the premium that We would have charged for that item was £10,000, the amount of Our payment will be reduced by 50%. Less any applicable Excess;

   (3) We will not pay under this Condition
   a. until You have incurred the cost of replacing or repairing the Property Insured
   b. if You or someone acting on Your behalf have insured the Property Insured under another policy which does not have the same basis of reinstatement
   c. if You do not comply with any of the provisions of this Condition

   However the Sum Insured will be limited to 106 % of the Declared Value stated in the Schedule

Debris Removal

The Sum Insured for each item of Property Insured under this Section includes costs and expenses necessarily incurred by You with Our consent in

1. removing debris from
2. dismantling and or demolishing
3. shoring up or propping

the portion or portions of the Property Insured by the said items following Damage

But we will not indemnify You in respect of costs and expenses

a. incurred in removing debris except from the Premises where Damage occurred and the area immediately adjacent thereto
b. arising from pollution or contamination of Property not insured by this Section

Drain Clearance

The Sum Insured for each item under Buildings and/or Plant Machinery extends to include costs and expenses necessarily incurred by You and for which We agree to for clearing and /or cleaning drains sewers and gutters for which You are responsible and liable following Damage as insured by this Section

European Union and Public Authorities Clause

Following Damage as insured by this Section to each item under Buildings and Plant Machinery We will pay the additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with any

1. European Union legislation or
2. building or other regulations under or framed in pursuance of any Act of Parliament or by-laws of any public authority

   (both of which are hereinafter referred to as “Regulations” in respect of the destroyed or damaged Property Insured)

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This Extension does not apply to

a. the cost incurred in complying with the Regulations
    i. in respect of Damage occurring prior to the granting of this Section Extension
    ii. in respect of Damage not insured by this Section
    iii. under which notice has been served upon You prior to the happening of the Damage
    iv. for which there is an existing requirement which has to be implemented within a given period
    v. in respect of undamaged Property Insured or undamaged portions of Property Insured other than foundations

    (unless specifically excluded) of that portion of the Property Insured destroyed or damaged

b. the additional cost that would have been required to make good the Property Insured destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Regulations not arisen

c. the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property Insured or by the owner thereof by reason of compliance with Regulations

Provided that

1. the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the Damage or within such further time as We may allow (during the said 12 months) and may be carried out upon another site (if the regulations so necessitate) subject to Our liability under this Section Extension not being thereby increased
2. if Our liability under any item of this Section apart from this Section Extension shall be reduced by the application of any of the terms conditions and Exceptions of this Section then Our liability under this Section Extension in respect of any such item shall be reduced in like proportion
3. the total amount recoverable under any item of this Section under this Section Extension shall not exceed
    a. in respect of European Union Legislation
        i. 15% of the Sum Insured
        ii. where the Sum Insured by the item applies to Property Insured at more than one Premises 15% of the total amount for which We would have been liable had the Property Insured by the item at the Premises where Damage has occurred been wholly destroyed
    b. in respect of Regulations the Sum Insured

Exhibition Sites

We will indemnify You in respect of Damage as insured by this Section whilst at any exhibition within Great Britain Northern Ireland the Channel Islands or the Isle of Man where You are exhibiting goods for a period which does not exceed seven days duration

In the course of demonstration construction erecting or dismantling at any such exhibition

We will not indemnify You in respect of Damage caused by theft or attempted theft from an unattended Vehicle being any Vehicle with no person in charge or keeping the Vehicle under observation and able to observe or prevent any attempt by any person to interfere with the Vehicle unless all keys key cards or remote control transmitter are removed from the Vehicle and the Vehicle is securely locked at all points of access and any additional locking devices immobilisers or alarms be in operation where fitted

The maximum We will pay in respect of any one claim under this Extension is £25,000

Fire Brigade Damage

We will indemnify You in respect of costs and expenses necessarily incurred in reinstating or repairing landscaped gardens

and grounds following damage caused by fire brigade equipment or personnel in the course of combating fire

The maximum We will pay in respect of any one claim under this Extension is £10,000

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Fire Extinguishing Expenses

We will indemnify You in respect of costs and expenses incurred in refilling recharging or replacing all

1. portable fire extinguishing appliances
2. local fire suppression system
3. fixed fire suppression system
4. sprinkler installation
5. sprinkler heads

As a result of Damage as insured by this Section We will not indemnify You in respect of any costs and expenses recoverable from the maintenance company or fire service

It is a Condition Precedent to Our liability to make any payment in respect of fire extinguishing expenses that You must maintain all such equipment in accordance with the manufacturer's instruction which is acceptable to Us The maximum We will pay in respect of any one claim under this extension is £10,000

Index Linking

Each item of Property Insured is declared to be subject to Index Linking unless otherwise specified in the Schedule and it is adjusted at monthly intervals as follows

1. in respect of Buildings Landlords Fixtures and Fittings Tenants Improvements and internal decorations in accordance with the percentage change in the General Building Cost Information Service
2. in respect of Stock in Trade Gross Profit Gross Revenue Gross Rentals Outstanding Debit Balances in accordance with the percentage change in the Producer Price Index for Home Sales of Manufactured Products
3. in respect of all other Plant Machinery Trade Fixtures other than Stock in Trade in accordance with the Durable Goods Section of the Retail Prices Index

At each renewal the premium will be adjusted to apply to the Sum Insured which then pertains and We waive all rights to additional premium arising solely out of such index adjustments prior to renewal We reserve the right to use alternative suitable indices to those mentioned at any time without prior notice if either index becomes unavailable

Lock Replacement – Other than Vehicles

We will indemnify You in respect of the cost of changing locks or lock mechanisms on doors windows safes and strongrooms at the Premises to maintain security following theft of keys from the Premises or from Your home or the home of any director partner or Employee of Yours

The maximum We will pay in respect of any one claim under this extension is £1,000

Lock and Keys Replacement - Vehicles

We will indemnify You in respect of the cost of replacing locks entry key and transponders ignition and steering locks that can be opened or operated with the lost items to maintain security following theft of keys

The maximum We will pay for all losses occurring during any one period of insurance under this extension is £20,000

We will not be liable unless

1. You inform the Police of the loss as soon as it is discovered
2. there is a reasonable belief that such keys and transponders are in the possession of a person other than You and the person will know the identity and location of the vehicles

Loss of Metered Water

We will pay for charges for which You are responsible if water is accidentally discharged from a metered water system providing service to the Premises

The maximum We will pay in respect of any one claim under this Extension is £10,000

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Loss of Use (Customer's Vehicles)

We will indemnify You in respect of Your legal liability for loss of use where a customer is being deprived of the use of a Vehicle following Damage by this Section

However We will not indemnify You unless

1. You have our written consent and
2. You must repair or replace the customers vehicle as soon as possible

The maximum We will pay in respect of any one claim under this extension is £25,000

Mortgagors Freeholders and Lessors

Mortgagors freeholders and lessors shall not be prejudiced by any increase in the risk of Damage resulting from any act of negligence of any mortgagee leaseholder lessee or occupier of any Buildings insured by this Section provided such increase in risk is without their prior knowledge or authority and We are notified immediately they become aware of such increase in risk

New Vehicles Held for Sale

If a new Vehicle held for sale by You suffers Damage to the extent that it requires notification of the Damage to a prospective purchaser We will pay any reasonable discount to the sale price to effect a sale

We will consider such discount as forming part of a claim and the claim is subject to Us agreeing the level of discount necessary to affect the sale

The maximum We will pay in respect of any one claim under this extension is £5,000

New Vehicles Held for Sale (stolen but undamaged)

If a new Insured Vehicle held for sale by You is stolen but recovered undamaged but requires notification to a prospective purchaser We will pay any reasonable discount to the sale price to affect a sale

We will consider such discount as forming part of a claim and the claim is subject to Us agreeing the level of discount necessary to affect the sale

The maximum We will pay in respect of any one claim under this extension is £5,000

New Vehicle replacement

If any Vehicle owned or registered by You is less than one year old from the date of first registration and the cost of repairing any Damage (that is covered by this Policy) is more than 50% of the insured value of the Vehicle We will replace it with a new Vehicle of the same make model and specification if one is available

If one is not available we will pay you up to the market value of the vehicle We will then own the damaged Vehicle

Non-invalidation

The insurance by this Section shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to or beyond Your control provided that immediately You become aware thereof You shall give notice to Us and pay an additional premium if required

Other Interests

The interest of parties supplying Property to You under a hiring leasing or similar agreement is noted in this insurance the nature and extent of any such interest to be disclosed in the event of Damage

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Perishable goods

We will indemnify You in the event of Damage to Perishable Goods (being goods which it is normal practice to place into a refrigeration unit for purposes of preservation) due to deterioration or putrefaction whilst stored only in any proprietary refrigeration unit contained in the Premises for the purposes of the Business caused by

1. breakdown or failure of the installation which means sudden stoppage of refrigeration process by reason of inherent fault or accidental means
2. escape of refrigerant or refrigeration fumes
3. accidental failure of the public electricity supply

We will pay up to but in no case exceeding the amount detailed in the Schedule

We shall not be liable under this Extension for:

a. loss caused by wear tear deterioration of the cabinet or other gradually operating cause
b. loss occurring in any refrigeration unit which is older than 5 years when this insurance commences unless there is in force in respect of such refrigeration unit a maintenance or service agreement either with the manufacturers or suppliers thereof or an approved firm of refrigeration engineers
c. loss caused by incorrect setting of thermostats or automatic controlling devices
d. any consequential loss
e. an Excess of £100
f. loss arising from the deliberate act of the public electricity supply authority or the exercise of its power to withhold or restrict supply or from strikes or industrial disputes
g. Damage insured by any other Section or policy

Rent Payable

The insurance on rent applies only if any of the Buildings or any part thereof are unfit for occupation in consequence of Damage thereto but the amount payable shall not exceed such proportion of the Sum Insured on Rent as the period necessary for reinstatement bears to the term of Rent insured

Seasonal Increases

The sum insured in respect of Insured's Vehicles is increased by 30% during the months of February March August and September

Subrogation Waiver

In the event of a claim arising under this Section We agree to waive any rights remedies or relief to which We might become entitled by subrogation against

1. any Company standing in the relationship of Parent to Subsidiary (Subsidiary to Parent) to You as defined in the Companies Acts or Companies (NI) Order as appropriate current at the time of Damage
2. any Company which is a Subsidiary of a Parent Company of which You are a subsidiary in each case within the meaning of the Companies Acts or Companies (NI) Order as appropriate current at the time of Damage

Temporary Removal – Portable Computer Equipment

We will indemnify You in respect of Portable Computer Equipment insured under this Section whilst anywhere in the world

The maximum We will pay in respect of any one claim is

1. 20% of the Sum Insured specified under Computers and Electronic Equipment in the Schedule; or
2. a. £1,000 in respect of theft or attempted theft from an unattended Vehicle
   b. £5,000 in respect of any other theft or attempted theft
   c. £25,000 in respect of any other Damage

   whichever is lower

We will not indemnify You in respect of Damage to Portable Computer Equipment caused by theft or attempted theft

1. from an unattended Vehicle being any Vehicle with no person in charge or keeping the Vehicle under observation and able to observe or prevent any attempt by any person to interfere with the Vehicle unless

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a. all keys key cards or remote control transmitter are removed from the Vehicle and the Vehicle is securely locked at all points of access and any additional locking devices immobilisers or alarms be in operation where fitted

b. the vehicle is situated within a securely locked building or guarded compound between the hours of 9.00 pm and 6.00 am

c. the Portable Computer Equipment is

   I. concealed from view

   II. stored in the boot or under the parcel shelf where such facilities are available

d. whilst in transit by air unless it is carried as hand luggage

Temporary Removal – Documents and Computer Systems Records

Where an item under this Section includes deeds and other documents (including stamps thereon) manuscripts plans and writings of every description and books (written and printed) and computer systems records We will indemnify You in respect of Damage insured by this Section to such item while temporarily removed to any premises not in Your occupation and whilst in transit thereto and therefrom in Great Britain Northern Ireland the Isle of Man or the Channel Islands

The maximum We will pay under this Extension is 10% of the total value of the item

Temporary Removal - General

We will indemnify You in respect of Damage as insured by this Section to Plant Machinery Trade Fixtures while temporarily removed to any premises not in Your occupation for the purposes of cleaning repair renovation or other similar purposes and whilst in transit thereto and therefrom in Great Britain Northern Ireland the Isle of Man or the Channel Islands

We will not indemnify You for such Property removed for more than 90 consecutive days unless We agree a longer period

The maximum We will pay under this Extension is 10% of the total value of the Plant Machinery Trade Fixtures item or £50,000 whichever is the lesser

Temporary Removal – Vehicles

We will indemnify You in respect of Damage as insured by this Section to Insured Vehicle(s) and Customer Vehicle(s) while temporarily removed to any premises not in Your occupation for the purposes of cleaning repair renovation or other similar purposes and whilst in transit thereto and therefrom in Great Britain Northern Island the Isle of Man or the Channel Islands The maximum We will pay in respect of any one claim under this Extension is £25,000

Theft Damage to Buildings

We will indemnify You for the cost of repairing Damage by theft or any attempted theft to the buildings at the Premises (whether or not the buildings are insured hereunder) if You are responsible for the repairs and the Damage is not otherwise insured

Transfer of Interest

If at the time of Damage You shall have contracted to sell Your interest in any Buildings and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase if and so far as the Building is not otherwise insured by or on behalf of the purchaser against such Damage shall be entitled to the benefit of this Section so far as it relates to such Damage without prejudice to Our or Your rights and liabilities under this Section up to the date of completion

Trace and Access

We will pay reasonable costs and expenses with Our consent in locating the source of any escape of water from any fixed water services or heating installation or escape of fuel oil including subsequent repair to walls floors or ceilings

But we will not indemnify You

1. for the cost of repairs to any fixed water services or heating installation
2. where Damage results solely from a change in the water table level

Our maximum liability shall under this Extension not exceed £10,000 in the aggregate during any one Period of Insurance

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Underground Services

We will pay for Damage for which You are legally liable to underground pipes cables drains and their relevant inspection covers supplying services to and carrying waste from the Premises to the point of junction with public supply lines mains and sewers

The maximum We will pay under this Extension in respect of any claim is £10,000

Workmen

Workmen are allowed in or about any of the Premises for the purposes of carrying our minor alternations repairs decoration and or any maintenance without prejudice to this Policy.

Conditions

The following conditions apply to this Section and should be read in-conjunction with the General Conditions applying to the whole Policy

Automatic Reinstatement

We shall in the event of Damage under this Section automatically reinstate the Sum Insured unless there is written notice by Us to the contrary provided that

1. You undertake to pay the appropriate additional premium
2. You shall take immediate steps to carry out any alterations to the protections of the Premises which We may require

Basis of Claims Settlement

Unless stated otherwise in the Schedule the basis of settlement under this Section shall be

1. **Reinstatement** – the amount payable in respect of Buildings Plant Machinery Portable Hand Tools Computers and Electronic Equipment or Tenants Improvements shall be the cost of the reinstatement of the Damage

   For this purpose “reinstatement” means

   a. the rebuilding or replacement of Property Insured lost or destroyed which provided Our liability is not increased may be carried out

      i. in any manner suitable to Your requirements

      ii. upon another site

   b. the repair or restoration of Property Insured damaged

   in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

   Provided that

   1. Our liability for the repair or restoration of Property Insured damaged in part only shall not exceed the amount which would have been payable had such Property been wholly lost or destroyed
   2. the amount We will pay will be reduced if at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property covered by any item subject to this Basis of Claims Settlement exceeds its Sum Insured at the commencement of any Damage.

      The reduction will be calculated by reference to the proportion which the premium charged for the relevant item bears to the premium that We would have charged for that item had We been provided with the correct Sum Insured. For example, if the premium charged was £5,000 for the relevant item and the premium that We would have charged for that item was £10,000, the amount of Our payment will be reduced by 50%. Less any applicable Excess.

   3. no payment beyond the amount which would have been payable in the absence of this Basis of Claims Settlement shall be made

      a. unless reinstatement commences and proceeds without unreasonable delay

      b. until the cost of reinstatement shall have been actually incurred

      c. if the Property Insured at the time of the Damage shall be insured by any other insurance effected by You or on Your behalf which is not upon the same basis of reinstatement

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4. all the terms and Conditions of this Policy shall apply
    a. in respect of any claim payable under the provisions of this Basis of Claims Settlement except insofar as they are varied hereby
    b. where claims are payable as if this Basis of Claims Settlement had not been incorporated
5. a. when We decide or are required to reinstate or replace any Property Insured You will at Your own expense provide all such plans documents books and information as may be reasonably required
    b. We will not be obliged to reinstate Property Insured exactly but only in a satisfactory manner as circumstances allow

    The maximum amount We will pay in respect of any one item is the Sum Insured

2. **Indemnity** – the amount payable in respect of Stock and or all other Property Insured shall be the value at the time of Damage or at Our option the cost of reinstatement or replacement of such Property Insured or any part of it

    Provided that the amount We will pay will be reduced if at the time of Damage the Sum Insured for the item is less than 85% of the value of the item insured. The reduction will be calculated by reference to the proportion which the premium charged for the relevant item bears to the premium that We would have charged for that item had We been provided with the correct Sum Insured. For example, if the premium charged was £5,000 for the relevant item and the premium that We would have charged for that item was £10,000, the amount of Our payment will be reduced by 50%. Less any applicable Excess.

Change of Occupancy

You must tell Us immediately if

1. any Building becomes Vacant or Disused
2. any Building stated in the Schedule to be Vacant or Disused or any part of it becomes occupied

Construction Heating and Occupation of the Buildings

Unless otherwise stated in the Schedule or Statement of Fact the Buildings are occupied by You for the sole purpose of the Business and otherwise only as a private dwelling and are

1. constructed of brick stone or concrete
2. roofed with slates tiles concrete metal or asbestos
3. heated by
    a. low pressure hot water or steam
    b. oil fired space heaters fed from a fuel tank in the open
    c. overhead gas or electrical appliance
    d. gas or electric fires in offices only

Designation

For the purpose of determining where necessary the item heading under which any property is insured We agree to accept the designation under which such property has been entered in Your books or business records

Conditions Precedent

It is a Condition Precedent to Our liability to make payment for fire theft attempted theft and malicious damage that

Fire Alarms and Fire Doors

You shall

1. carry out the testing and checking requirements in relation to the automatic fire alarm installation(s) referred to on any completion certificate and remedy promptly any defect disclosed and
2. carry out the maintenance procedures in relation to the automatic fire alarm installation(s) specified by the manufacturers of the equipment and
3. notify to Us immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for more than 12 hours or more record details of all events such as alarm faults tests maintenance and disconnections and keep such details available for examination by Us or Our representatives

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4. keep all fire break doors and shutters closed except during working hours and in efficient working order

Fire Extinguishment – Automatic Sprinkler Installations

This Condition will only apply if detailed in the Schedule

When a discount has been allowed in consideration of an automatic sprinkler installation if You have failed to fulfil any of the following conditions the discount may be removed and an additional premium charged to You

1. You must
   a. give Us advance notice in writing if any part of the system is to be altered repaired or rendered inoperative
   b. tell Us immediately by telephone or facsimile in the event of any emergency and take precautions as advised by Us
   c. allow Us to have access to the Premises at all times to inspect or witness the testing of the system
2. You must carry out the following tests checks or inspections at weekly intervals and promptly rectify any defects faults or shortcomings revealed by such tests checks and inspections and ensure that any such automatic sprinkler installations are in full and proper operation at all times
   a. a test of each installation alarm gong recording the time taken for the alarm to sound
   b. an inspection to ensure that all of the following are fully opened and secured by means of a suitable strap and padlock
      i. installation main stop valves
      ii. incoming water supply stop valves
      iii. subsidiary stop valves
   c. a test to establish the condition of
      i. the circuit between the alarm switch and the control unit
      ii. the connection with the public fire station or alarm receiving centre or public fire brigade control Where the circuit is not continuously monitored these tests must be carried out each working day
      iii. the batteries

      A maintenance contract and a half yearly inspection of this signalling system must be kept in force with approved engineers
   d. a check of any alternate or dry installation valves for correct air pressure and settings including accelerator exhausters air compressors ancillary valves
   e. a test of the automatic and where provision has been made the manual starting of the sprinkler water supply pump(s) ensuring that any diesel driven pump(s) is allowed to run for a period of not less than 30 minutes
   f. a check of the electrically driven pump(s) to ensure that all
      i. isolators are correctly set
      ii. circuit breakers are correctly set
      iii. electrical supply phase indicators are illuminated
   g. a check of all the diesel driven pump(s) engine oil level fuel tank content internal coolant circuits battery electrolyte level battery charger oil hoses water hoses oil coolers exhaust systems turbo chargers drive belt tensions and where replenishment or rectification is required this shall be carried out immediately on conclusion of the tests
   h. i. a check of the
         1. air pressure tank water level
         2. air pressure
      ii. a test of the air and water charging equipment
         1. check of the water storage tank(s) water level the automatic refilling mechanism that incoming supply valves are correctly set that incoming supply valves are functional and that any frost precautions are in operation

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You must display prominently at each storage area covered by an automatic sprinkler installation a notice of the terms agreed with Us which specifies

1. the description of goods which may be stored
2. the type of storage
3. the maximum height of storage
4. the minimum permitted clearance between goods stored and the sprinkler deflectors

You must also comply with the terms of the notice and ensure compliance by Your partners directors or Employees

Fire Extinguishing Appliances

You must maintain all fire extinguishing appliances on the Premises in proper working order and under a contract of maintenance during the Period of Insurance

Subject to the observance of this Condition this Section shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown to You or beyond Your control

Intruder Alarm System

This Condition will only apply if it is specified in the Schedule

For the purpose of this Condition only the following definitions apply

Damage - loss or destruction of or damage to the Property caused by fire explosion riot civil commotion strikers locked out workers or persons taking part in labour disturbances malicious persons and theft

Intruder Alarm System - an electrical installation to detect and indicate the presence of entry or attempted entry of an intruder into Protected Premises

Protected Premises - the Premises or those portions of the Premises protected by the Intruder Alarm System as required by Us

Responsible Person - You or any person authorised by You to be responsible for the security of the Premises

Keyholder - You or any person or key holding company authorised by You who must be available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System attend and allow access to the Premises

It is a Condition Precedent to Our liability to make payment for riot civil commotion strikes locked out workers or persons taking part in labour disturbances malicious persons theft or attempted theft under this Section that

1. the Premises are protected by an Intruder Alarm System and means of communication used to transmit signals from such Intruder Alarm System designed installed and maintained as agreed by Us
2. the Protected Premises must not be left without at least one Responsible Person in attendance
    a. unless the Intruder Alarm System is set in its entirety with all means of communication used to transmit signals in full operation
    b. if the police have withdrawn their response to alarm calls unless We agree otherwise in writing
3. in the event of notification of any activation of the Intruder Alarm System or interruption of any of the means of communication used to transmit signals during any period that the Intruder Alarm System is set a Keyholder shall attend the Premises as soon as reasonably possible in order to confirm the security of the Premises and reset the Intruder Alarm System in its entirety If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation a Keyholder must remain at the Premises unless We agree otherwise in writing
4. You shall advise Us as soon as possible and in any event not later than 10.00am on Our next working day
    a. that police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
    b. of notice from a local authority or Magistrate imposing any requirement for abatement of nuisance
    c. that the Intruder Alarm System and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working order and You must comply with any of Our subsequent requirements

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5. You shall not conduct or authorise any alteration or substitution of
    a. any part of the Intruder Alarm System
    b. the structure of the Premises or changes to the layout of the Premises which would affect the effectiveness of
    c. the Intruder Alarm System
    d. the means of communication used to transmit signals from the Intruder Alarm System
    e. the procedures agreed with Us for police or any other response to any activation of the Intruder Alarm System
    f. the maintenance contract without Our written agreement
6. You and each Keyholder must maintain secrecy of codes and security of keys and setting/ unsetting devices for the operation of the Intruder Alarm System All keys and other setting/ unsetting devices for the Intruder Alarm System must be removed from the Premises when they are left unattended
7. The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or other such company as agreed by Us
8. You will appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the Intruder Alarm System and with the police if they so require

Minimum Standards of Protections - Security Level 1

It is a Condition Precedent to Our liability to make payment for fire explosion riot civil commotion strikes locked out workers or persons taking part in labour disturbances malicious persons theft or attempted theft covered under this Section that unless agreed otherwise by Us in writing within 30 days of inception of this Policy the following protections shall be fitted to the under- mentioned doors windows and other openings (where these are under Your control) and put into full and effective operation whenever the Premises are closed for business or left unattended

1. on timber final exit doors or other external timber doors and on internal doors giving access to any part of the Premises not occupied solely by You or to any adjoining premises (excluding sliding doors and fire exit doors)
    a. if single leaf a mortice deadlock which has five or more levers and/or conforms to BS3621 specification for thief resistant locks with matching steel box striking plate
    b. if double leaf
        i. on the first closing leaf flush or barrel bolts the latter at least 200mm (8”) long or key operated locks or bolts fitted top and bottom in every case
        ii. on the second closing leaf a mortice deadlock which has five or more levers and/or conforms to BS3621 specification for thief resistant locks with matching steel box striking plate or a substantial padlocking bar and high quality close shackle padlock with minimum of five levers or high security cylinder mechanism.
    c. if single or double leaf and also outward opening hinge bolts fitted top and bottom
2. on external aluminium or UPVC doors (excluding sliding and fire exit doors) cylinder operated mortice pivot bolt lock (similar to the Adams Rite MS1950 series locks) including anti-turn cylinder collar, and if double leaf flush bolts on the first closing leaf
3.
    a. on steel final exit doors and all sliding final exit doors a substantial padlocking bar and high quality close shackle padlock with minimum of five levers or mortice hook bolt lock which has five or more levers and/or conforms to BS3621 specification for thief resistant locks with matching steel box striking plate
    b. on all other steel doors and all other sliding doors (excluding sliding patio doors) substantial padlocking bar a good quality close shackle padlock with minimum of five levers or high security cylinder mechanism fitted externally or substantial padlocking bar and high quality open shackle padlock with minimum of five levers or high security cylinder mechanism fitted internally
    c. on sliding patio doors
        i. a manufacturer’s patent key-operated locking system which engages boltwork into the doorframe either at the top and bottom of the opening section of each door or into the side frame in at least three points (in the latter case all hook or shoot bolts must be mushroom headed)

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or

ii. two key-operated patio door locks fitted internally one at the top and one at the bottom of each opening section

4. any door officially designated as Fire Exit by the Fire Authority must be secured only by devices agreed by the Fire Officer this may be by means of a suitable lock for use in emergency escape situations and it must not be possible for the lock to be operated by breaking or removing glazing either in the door itself or in a window immediately adjacent to the door and with hinge bolts fitted top and bottom of outwards opening doors
5. on opening basement and ground floor windows and fanlights and on other opening windows fanlights and skylights which are accessible from roofs balconies canopies fire escapes or downpipes
   a. key-operated window locks with the keys removed when in operation
   b. or solid steel bars not less than 16mm (5/8”) diameter and not more than 125mm (5”) apart securely fixed to the brickwork or masonry surrounding the window
   c. or lockable steel expanded metal window gates or weld mesh grilles
   d. or shutters that are used to cover the whole of the window opening
6. where installed

   all roller shutters where no other inner door is being protected including such roller shutters that contain wicket doors or equivalent a manufacturer’s standard recommended locking device for that type of roller shutter

Paint Spraying Conditions (only applicable if stated in the Schedule)

It is a Condition Precedent to Our liability to make payment for fire and or explosion that

1. You must ensure that no spraying of cellulose or other paints with flash points below 32 degrees Centigrade be done unless:
   a. all paint spraying is undertaken in the booth provided
   b. such paint spraying booth be provided with self closing doors and a ventilating fan extracting to the outside of the building
   c. such fan to be kept running for at least five minutes after work has ceased
   d. a nine litre foam type fire extinguisher is kept immediately adjacent to the booth at all times
   e. the booth be thoroughly cleaned at least once a week and whenever a change-over from cellulose paints to synthetic paints is made with a stiff fibre or non-ferrous metal brushes or scrapers and the residue placed in water
   f. only the paint in actual use be kept in the booth and all other stocks of paints and thinners be kept in a special paint store in sealed cans
   g. all switches and electrical apparatus have flameproof fittings
2. **(applicable to risks involved in touch up spraying only)**

   You must ensure that no spraying of cellulose or other paints with a flash point below 32 degrees Centigrade be done unless
   a. it be carried out within the depicted area and will not exceed one hour in any working day
   b. only the quantity of paints and thinners required for one day be allowed within the spraying area
   c. all heating appliances be turned off fifteen minutes before such spraying is to commence and will remain turned off during the spraying and for fifteen minutes after the spraying ceases

Security

If in relation to any claim for fire explosion riot civil commotion strikes locked out workers or persons taking part in labour disturbances malicious persons theft or attempted theft covered by this Section and You have failed to fulfil the following condition You will lose Your right to indemnity or payment for that claim

1. whenever the Premises are closed for business or left unattended all locks bolts and other security devices including any intruder alarm system(s) are put into full and effective operation

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2. any keys for the Premises and/or intruder alarm system are removed from the Premises whenever the Premises are closed for business or are left unattended for any reason whatsoever
3. You maintain the secrecy codes for the operation of the Intruder Alarm System to authorised persons and no details of same are left on the Premises
4. If the Portable Hand Tools Sum Insured is £10,000 or greater We shall not be liable for Damage following theft or attempted theft to Portable Hand Tools outside Business Hours or whilst the Premises are unattended unless they are stored in a locked tool chest(s) which are secured to the fabric of the building by substantial chains approved to "Sold Secure" Gold or equivalent or a metal bar with a minimum thickness of 6mm and a closed shackle padlock conforming to at least CEN Grade 4 or protected by a method agreed by Us in writing
5. during Business Hours all unattended Vehicles being any Vehicle with no person in charge or keeping the Vehicle under observation and able to observe or prevent any attempt by any person to interfere with the Vehicle (including Insured Vehicles displayed for retail sale purposes and Customer Vehicles) must be securely locked and all windows and similar openings tightly closed with the ignition key removed therefrom and kept in a place of safety out of sight from the public
6. outside Business Hours all unattended Vehicles being any Vehicle with no person in charge or keeping the Vehicle under observation and able to observe or prevent any attempt by any person to interfere with the Vehicle (including Insured Vehicles displayed for retail sale purposes and Customer Vehicles left in Your custody) must be securely locked and all windows and similar openings tightly closed with the ignition key removed therefrom to within the Premises and retained within a locked safe or cabinet or all Vehicle keys to be removed from the Premises
7. outside Business Hours all Vehicles where the individual value is in excess of £40,000 or as detailed in the Schedule must be kept within a locked building at the Premises

Stock Declaration

Where 'SDC' appears against the Sum Insured under Stock in Trade in the Schedule the following shall apply the premium for the item(s) is provisional and subject to adjustment as hereinafter provided

1. the separate value of the Property Insured under each such item shall be declared in writing by You to Us either monthly or quarterly as previously agreed and if You fail to give such a declaration then You shall be deemed to have declared the original Sum Insured by the item(s) on the declaration date
2. unless otherwise stated in the Schedule to the contrary the dates on which values are to be calculated shall be
    a. monthly declarations - the last day of each month or
    b. quarterly declarations - the last day of every 3 month period commencing from the beginning of the Period of Insurance

    the declared values to reach Us within 30 days of the declaration date
3. if You declare a value greater than the Sum Insured We will take the Sum Insured stated in the Schedule to be the value declared
4. at the end of each Period of Insurance We will calculate the actual premium by applying the rate to the average amount declared
5. if the actual premium is more than the provisional premium paid You will pay the difference
6. if the actual premium is less than the provisional premium paid We will refund the difference but this will not exceed 33 1/3% of the first or annual premium respectively
7. the Sum Insured for each item will not be reduced by the amount of any claim however You must pay the additional premium required to reinstate the Sum Insured
8. every insurance on Stock in Trade must be similar in wording with this insurance

Trade Conditions

It is a Condition Precedent to Our liability to make payment for fire and or explosion under this Section that

1. all oily and/or greasy waste and all used cleaning cloths which remain in the building outside normal working hours be kept in metal receptacles with metal lids
    a. You must remove the contents of such metal receptacles from the buildings at least once a week
2. no cellulose paint be stored or used on the Premises unless the Paint Spraying Conditions are stated as being applicable in the Schedule

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3. no woodworking by power is done
4. all battery charging benches be covered with slate glass tile or other non-conducting and non-porous material and no overnight vehicle battery charging to be done
5. no motor spirit flashing below 32 degrees centigrade other than forty five litres in closed tins be kept except under the following conditions
    a. in or on any Vehicle for the use of such Vehicle only
    b. in closed nine litre tins in a compartment the sides of which are constructed of brickwork masonry and / or concrete and the floor and roof or ceiling including any supports of incombustible material in no part less than eight centimetres thick and having a closely fitting door constructed of incombustible material or hardwood to each opening
    c. in an enclosed underground tank filled and emptied by hose connection or pump only

Additional Contingencies

The following Additional Contingency applies to this Section only if stated in the Schedule

Subsidence Ground Heave or Landslip

We will indemnify You in respect of Damage at the Premises caused by subsidence or ground heave of the site to the Property Insured or landslip

We will only indemnify You in respect of Damage to

1. forecourts car parks driveways footpaths swimming pools terraces or patios
2. wall gates hedges or fences

if

    a. such property is specifically insured by this Section and
    b. Damage also occurs to the building to which such property applies and that building is insured by this Section

But we will not indemnify You for Damage

1. arising from the settlement or movement of made-up ground or by coastal or river erosion
2. occurring as a result of the construction demolition alteration or structural repair of any Buildings/structures at the Premises
3. arising from the normal settlement or bedding down of new structures
4. that has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
5. commencing prior to the issue of cover under this Policy
6. as a result of movement of solid floor slabs
7. However We will indemnify You if there is Damage to the foundations beneath the same exterior walls of the Premises at the same time
8. the Excess specified in the Schedule

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Endorsements

These Endorsements are operative only if confirmed in the Schedule

Endorsement - Security Level 2

It is a Condition Precedent to Our liability under the Property Damage Section and loss of Money under the Money Personal Accident Assault and Wrongful Conversion Section of this Policy that within 30 days from the date the cover incepted or renewed at the specified Premises unless otherwise agreed by Us in writing that the following protections be fitted in addition **to the Minimum Standards of Protections – Security Level 1**

A Grade 2B intruder alarm system installed by a company on the approved roll of NACOSS Gold or the SSAIB register of installers incorporating

1. contacts on all external doors and trap and / or internal movement detectors
2. signalling by audible means and digital communicator with remote signalling to alarm receiving centre with line fault monitoring from the protected premises
3. qualifies for Level 1 Police response

or

1. all external doors to be
    a. steel sheeted or
    b. additionally protected by proprietary metal roller shutter doors with cylinder profile lock welded to the shutter channel on each side one metre from ground level
2. all accessible windows to be barred grilled or protected by proprietary metal roller shutters or lockable expanded metal steel gates or weld mesh grilles

Endorsement: Security Level 3

It is a Condition Precedent to Our liability to make payment in respect of Damage caused by theft or attempted theft under the Property Damage Section and loss of Money under the Money Personal Accident Assault and Wrongful Conversion Section of this Policy unless otherwise agreed by Us in writing that the following protections be fitted in **addition to the Minimum Standards of Protections – Security Level 1**

A Grade 3C alarm system installed by a company on the approved roll of NACOSS Gold or the SSAIB register of installers incorporating

1. contacts on all external doors and internal movement detectors
2. confirmed activation by means of sequential activation of detectors.
3. signalling by BT RedCare GSM or DualCom GPRS and qualifies for Level 1 Police response

Section Exceptions

We will not indemnify You in respect of

1. Damage caused by or consisting of
    a. inherent vice latent defect
    b. gradual deterioration or wear and tear
    c. frost (other than frost Damage to Insureds Vehicles and Customers Vehicles) or change in water table level
    d. faulty design or faulty materials used in its construction
    e. faulty workmanship operating error or omission by You Your partners directors or Employees
    f. the bursting of a
        i. boiler

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ii. other equipment

not being used for domestic purposes where the internal pressure is due to steam only and belongs to You or is under Your control

However We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded

2. Damage caused by or consisting of

a. corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects mould or fungus

b. change in temperature colour flavour or finish

c. joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith

d. mechanical or electrical breakdown derangement or overloading in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

However We will indemnify You in respect of

i. Damage not otherwise excluded which itself results from fire lightning explosion aircraft and other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers or persons taking part in labour disturbances malicious persons other than thieves earthquake storm or flood escape of water from any tank apparatus or pipes falling trees impact escape of fuel from any fixed oil heating installation or any other accidental cause

ii. any subsequent Damage which itself results from a cause not otherwise excluded

3. Damage caused by or consisting of

a. Subsidence ground heave or landslip unless resulting from fire explosion earthquake or escape of water from any tank apparatus or pipe

b. normal settlement of new structures

c. acts of fraud or dishonesty

d. unexplained disappearance unexplained shortage inventory shortage misfiling or misplacing of information or clerical error

e. theft of moveable property in the open (other than Vehicles) after Business Hours in the open yards and forecourts of the Premises or from any building thereon which are incapable of being locked

4. Damage to a building or structure caused by its own collapse or cracking

However We will indemnify You in respect of such Damage if it results from fire lightning explosion aircraft and other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers or persons taking part in labour disturbances malicious persons other than thieves earthquake storm or flood escape of water from any tank apparatus or pipes falling trees impact escape of fuel from any fixed oil heating installation and is not otherwise excluded

5. Damage to Property which is not designed to be kept in the open whilst it is in the open caused by wind rain hail sleet snow flood dust

6.

a. Damage caused by fire resulting from any heating process or any process involving the application of heat

b. Damage to that portion of any item caused by its own self ignition leakage of electricity short circuiting or over running

c. Damage resulting from its undergoing any process of

i. production or packing

ii. treatment testing or commissioning

iii. service or repair

However We will indemnify You in respect of such Damage if it is caused by fire or explosion and is not otherwise excluded

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7. Damage while any building is Vacant or Disused caused by
    a. escape of water from any tank apparatus or pipe
    b. malicious persons
    c. theft or attempted theft

    However We will indemnify You in respect of such Damage if it is caused by fire or explosion and is not otherwise caused
8. Damage to tyres caused by braking or by punctures cuts or bursts
9. loss of value of Insureds Vehicles or Customers Vehicles other than as described in New Vehicles Held for Sale Extension or New Vehicles Held for Sale (stolen but undamaged) Extension
10. Damage to
    a. railway locomotives or rolling stock watercraft or aircraft
    b. property in the course of construction including materials for use in construction
    c. piers jetties bridges culverts or excavations
    d. livestock growing crops or trees
    e. all fixed glass other than as defined in Buildings unless such Property is specifically stated in the Schedule and not otherwise excluded
    f. money cheques stamps bonds credit cards or securities of any description jewellery precious stones or precious metals or articles composed of them bullion curiosities rare books or works of art

    However We will provide indemnity if such Property is specifically stated in the Schedule and not otherwise excluded
11. Damage more specifically insured by You or on Your behalf
12. consequential loss or loss of use other than under the Loss of Use (Customers Vehicles) Extension

However We will indemnify You in respect of rent when this cover is specified in the Schedule and the Damage is not otherwise excluded

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Equipment Breakdown Section

Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

Accident

1. electrical or mechanical Breakdown including rupture or bursting caused by centrifugal force
2. artificially generated electrical current including electric arcing that disturbs electrical devices appliances or wires
3. Explosion or Collapse of Covered Equipment operating under steam or other fluid pressure
4. Damage to Covered Equipment operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such boilers or equipment
5. loss or damage to hot water boilers other water heating equipment oil or water storage tanks caused by or resulting from any condition or even (not otherwise excluded) occurring inside such equipment
6. loss or damage caused by operator error
7. loss or damage caused by materials being processed

If an initial Accident causes other Accidents all will be considered one Accident All Accidents that are the result of the same event will be considered one Accident

Breakdown

1. the actual breaking failure distortion or burning out of any part of the Covered Equipment whilst in ordinary use arising from defects in the Covered Equipment causing its sudden stoppage and necessitating repair or replacement before it can resume work
2. fracturing of any part of the Covered Equipment by frost when such fracture renders the Covered Equipment inoperative
3. the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary

Collapse

the sudden and dangerous distortion (whether or not attended by rupture) of any part of the Covered Equipment caused by crushing stress by force of steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents)

Computer Equipment

1. electronic computer or other data processing and / or storage equipment
2. software and programs licensed to You and installed on 1. above

Covered Equipment

Equipment at the Premises owned by You or for which You are responsible

1. built to operate under vacuum or pressure other than weight of contents or
2. oil and water storage tanks or
3. used for the generation transmission storage or conversion of energy

None of the following is Covered Equipment

a. structure foundation masonry brickwork cabinet compartment or air supported structure or building
b. insulating or refractory material
c. any vehicle aircraft floating vessels or any equipment mounted thereon (other than vehicle recovery cranes or equipment which are included but not the actual vehicle)

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d. self propelled plant and equipment (other than forklift trucks used by You at Your Premises) dragline excavation or construction equipment

e. equipment manufactured by You for sale

f. tools dies cutting edges crushing surfaces trailing cables non-metallic linings driving belts or bands or any part requiring periodic renewal

g. any electronic equipment (other than Computer Equipment and Vehicle diagnostic equipment) used for research diagnostic treatment experimental or other medical or scientific purposes

h. any Manufacturing Production or Process Equipment

i. any electricity generating equipment other than emergency back-up power equipment or wind turbines (less than 10kw) or photovoltaic equipment less than 50kw

Derangement

electrical or mechanical malfunction of the machinery arising from a cause internal to Computer Equipment unaccompanied by visible damage to or breaking of any parts of the equipment

Explosion

the sudden and violent rending of the Covered Equipment by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the Covered Equipment together with forcible ejection of the contents

Hazardous substance

Any substance other than ammonia that has been declared to be hazardous to health by a government agency

Media

all forms of electronic magnetic and optical tapes and discs for use in any Computer Equipment

Verified

checked for accuracy and integrity to ensure a precise match with the source data and capable of restoration

Manufacturing Production or Process Equipment

any machine or apparatus (other than boilers, lifts, forklift trucks, dock levellers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by You and any equipment which exclusively serves such machinery or apparatus

Cover

We will indemnify You in respect of loss or damage caused by or resulting from an Accident to Covered Equipment owned by You or for which You are responsible in respect of Property Insured as defined in the Property Damage Section of this Policy and detailed in the Schedule

Extensions

The following extensions also apply to loss or damage caused by or resulting from an Accident to Covered Equipment These extensions of cover do not provide additional amounts of indemnity

Hazardous Substances

We will indemnify You in respect of the additional cost to repair or replace Covered Equipment because of contamination by a hazardous substance including any additional expenses incurred to clean up or dispose of such property

The maximum amount We will pay in respect of this Extension including any actual Business Interruption sustained shall be £10,000 any one Accident

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Computer Equipment Reinstatement of Data and Increased Costs of Working

1. We will indemnify You for loss or damage caused by or resulting from an Accident to Computer Equipment Our liability shall not exceed £500,000 for any one Accident to Computer Equipment other than portable Computer Equipment where Our liability shall not exceed £5,000 any on Accident
2. In addition We shall indemnify You for costs incurred in reinstating data lost or damaged in consequence of an Accident to or Derangement of Computer Equipment

   Provided that

   a. liability is limited solely to the cost of reinstating data onto Media

   b. Our liability shall not exceed £50,000 in respect of such costs

   c. We will not indemnify You for Damage to software
3. In addition We will pay reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to Your computer operations Our total liability shall not exceed £50,000 any one Accident in respect of such additional costs

Business Interruption

Our liability for loss as described under the Business Interruption Section of this Policy that is caused by an Accident to

Covered Equipment shall not exceed £100,000

Public Authorities/Law or Ordinance

If an Accident to Covered Equipment damages a building that is covered under this Policy and the loss is increased by enforcement of any public authority ordinance or law in force at the time of the Accident that regulates the construction or repair of buildings or establishes zoning or land use requirements We shall indemnify You for the following additional costs to comply with such ordinance or law

1. Your actual expenditures for the cost to demolish and clear the site of undamaged parts
2. Your actual expenditures for increased costs to repair rebuild or construct the building If the building is repaired or rebuilt it must be intended for similar use or occupancy as the current building unless otherwise required by zoning or land use ordinance or law
3. loss as described under the Loss of Income Section of the Policy caused by loss covered in (1) or (2) above

We will not indemnify You for

a. any fine

b. any liability to a third party

c. any increase in loss due to a hazardous substance (other than as specifically insured under Hazardous Substances Extension) or

d. increased construction costs until the building is actually repaired or replaced

This additional coverage is within and does not increase the Limit of Indemnity shown in the Schedule

Expediting Expenses

With respect to damaged Covered Property We shall indemnify You for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement

The maximum We shall pay in respect of this extension shall be £20,000 any one Accident

Hire of Substitute Item

If Covered Equipment is damaged as a result of an Accident We will also indemnify You against the cost of hire charges actually incurred by You during the Period of Insurance for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged

The maximum We will pay in respect of this extension shall be £10,000 any one Accident

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Loss of Contents

The insurance under this Section extends to include damage caused by an Accident to oil storage tanks or water tanks including connected pipework belonging to You or for which You are responsible at the Premises

In addition this extension covers loss of the contents of oil storage tanks caused by

1. escape of contents - leakage discharge or overflow from the oil storage tanks caused by or resulting from an Accident
2. contamination - contamination of the contents of the oil storage tanks caused by or resulting from an Accident including cleaning costs incurred as a result of such loss

This extension excludes

a. Damage caused by fire howsoever the fire may have been caused
b. Damage resulting from corrosion erosion or wasting
c. contamination of the contents resulting from
    i. the natural settling separation or accumulation of fluids or materials constituting the normal contents
    ii. the deliberate use of fluids or materials in the oil storage for cleaning flushing or similar purposes
d. loss sustained whilst oil storage tanks are in transit between Premises
e. costs or expenses arising from pollution or contamination of property not covered by this Extension

The maximum We will pay in respect of any one Accident of series of Accidents arising out of one occurrence shall be £10,000

Conditions

Basis of Claims Settlement

As described in the Contents and Loss of Income Sections of this Policy

Precautions

You shall exercise due diligence in

1. complying with any statute or order
2. ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations and in taking reasonable precautions to prevent loss or damage

Back Up Records

You shall maintain a minimum of 2 generations of Verified back-up computer records taken at intervals no less frequently than 48 hours and take all reasonable precautions to store and maintain records in accordance with the makers recommendations

Exceptions

We will not be liable for loss or damage caused by or resulting from

1. a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
2. any programming error programming limitation computer virus malicious code loss of data (other than as specifically provided for under Computer Equipment Reinstatement of Data and Increased Costs of Working Extension) loss of access loss of use of functionality or other condition within or involving data or media of any kind
3. depletion deterioration corrosion erosion wear and tear or other gradually developing conditions
4. any condition that can be corrected by resetting calibrating realigning tightening adjusting or cleaning or by the performance

But if insured damage by this Section from an Accident results We will be liable for that resulting damage

We will not be liable for loss or damage recoverable under the maintenance agreement or any Warranty or Guarantee or which would be recoverable but for breach of Your obligations under the agreement.

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Business Interruption Section

Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

Damage

Loss of or damage to the Property used by You at the Premises for the purpose of the Business

Indemnity Period

The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence thereof

Turnover

The money paid or payable to You for goods sold and delivered and for services rendered in the course of the Business at the Premises

Maximum Indemnity Period

The period detailed in the Schedule

Gross Profit

The amount by which

1. the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed
2. the sum of the amount of the opening stock and work in progress and the amount of the Uninsured Working Expenses

The amounts of the opening and closing stocks (including work in progress) shall be arrived at in accordance with Your usual accounting methods due provision being made for depreciation and any discounts allowed

Uninsured Working Expenses

Any standing charges of the Business not insured by this Policy having been deducted in arriving at the Sum Insured by the item detailed in the Schedule applicable to this Section

Estimated Gross Profit

The amount declared by You to Us as representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months)

Book Debts

The money owed to You by Your customers at the date of the Damage taking into account

1. bad debts
2. debit and credit amounts owed and not passed through the books during the period between the last record and the date of the Damage
3. abnormal trading conditions affecting the Business
4. Your last record of amounts owed by customers

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Rate of Gross Profit

the rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage

Annual Turnover

the Turnover during the twelve months immediately before the date of the Damage

Standard Turnover

the Turnover during the period in the twelve months immediately before the date of the occurrence which corresponds with the Indemnity Period

to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage

Cover

In respect of each item in the Schedule We will indemnify You in respect of loss resulting from interruption of or interference with the Business carried on by You at the Premises in consequence of Damage to Property occurring during the Period of Insurance under the Property Damage Section of the Policy unless otherwise stated in the Schedule

Provided that

1. payment shall have been made or liability admitted for the Damage under an insurance covering Your interest in the property; or
2. payment would have been made or liability admitted for the Damage but for the operation of a provision in such insurance excluding liability for losses below a specified amount

Limit of Liability

Our liability under this Section shall not exceed

1. 133 1/3% of the Estimated Gross Profit shown in the Schedule; or
2. 100% of the total Sum Insured shown in the Schedule for each other item stated in the Schedule

Basis of Settlement

The following terms of settlement apply only if the paragraph title appears in the Schedule as the Specification

Gross Profit/Estimated Gross Profit

The insurance under this item is limited to loss of Gross Profit due to (1) reduction in Turnover and (2) increase in cost of working and the amount payable as indemnity thereunder shall be

1. in respect of reduction in Turnover, the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall fall short of the Standard Turnover in consequence of the Damage
2. in respect of increase in cost of working, the additional expenditure (subject to the provisions of the Uninsured Working Expenses) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage

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Provided that

if the sum insured by the item on Gross Profit be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or at a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced

Book Debts

If Your account books or other Business books or records whilst on Your Premises or temporarily removed to any premises in Great Britain Northern Ireland the Isle of Man or the Channel Islands or in transit between them sustain Damage as defined which results in Your inability to trace or establish the Outstanding Debit Balances We will pay You

1. the difference between the Outstanding Debit Balances and the total of the amounts received or traced in respect thereof
2. the additional expenditure incurred with Our consent in tracing and establishing customers' debit balances after the Damage
3. auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this specification

provided that if the Sum Insured stated in the Schedule is less than the Outstanding Debit Balances the amount payable shall be proportionately reduced

We will not indemnify You as a result of

1. erasure or distortion of information on computer systems or other records
2. deliberate falsification of business records
3. mislaying or misfiling of tapes and records
4. the deliberate act of the public supply undertaking in restricting or withholding electricity supply
5. wear and tear and gradual deterioration vermin rust damp or mildew
6. dishonest or fraudulent acts by any of Your employees

Condition

You will record the total amount of Outstanding Debit Balances at least once every seven days and keep a copy

1. in a locked fire-resistant safe or cabinet at the Premises or
2. away from the Premises

The total amount payable in respect of any one claim shall not exceed the Sum Insured stated in the Schedule at the time of the Damage

Loss of Rent Receivable

We will pay in respect of rent receivable the difference between

1. the rent that would have been receivable for the Premises during the Indemnity Period but for the Damage; and
2. the amount of rent actually received during the same period less any savings in charges or expenses of the Business which
    a. are payable out of rent receivable; and
    b. reduce or cease due to the Damage

If at the time of the Damage the Sum Insured specified in the Schedule is less than the rent which but for the Damage would have been receivable during the 12 months from the date of the Damage (proportionately increased where the Maximum Indemnity Period exceeds 12 months) You will be Your own insurer for the difference and bear a rateable share of the loss

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Additional Increased Cost of Working

We will pay in respect of additional cost of working the additional expenditure incurred due to the Damage to maintain the Business during the Indemnity Period which exceeds the amount recoverable in respect of increase in the cost of working insured by the Specification of this Section

The maximum We will pay is the Sum Insured stated in the Schedule

Conditions

The following conditions apply to this Section and should be read in-conjunction with the General Conditions applying to the whole Policy

Alternative Trading

If during the Indemnity Period goods shall be sold accommodation provided or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by You or by others on Your behalf the money paid or payable in respect of such sales accommodation or services shall be brought into account in arriving at the Turnover Gross Profit during the Indemnity Period

Automatic Reinstatement

The Sums Insured stated in the Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary

However You must pay the additional premium required to reinstate the Sum Insured

Current Cost Accounting

For the purpose of these Section Definitions any adjustment implemented in current cost accounting shall be disregarded

Premium Adjustment

The following provisions apply separately to each item on Gross Profit

1. Where the premium paid is not on a provisional basis it may be adjusted at the end of the Period of Insurance We will allow a pro rata return of premium not exceeding 50% of the premium paid if the premium calculated at the appropriate rate on the actual Gross Profit earned during the financial year most nearly concurrent with the Period of Insurance as reported by Your auditors is less than the premium paid

   If any Damage shall have occurred giving rise to a claim for loss of Gross Profit the above mentioned declaration shall be increased by Us for the purpose of premium adjustment by the amount by which the Gross Profit was reduced during the financial year solely in consequence of the Damage
2. Where a provisional premium is paid at the commencement of each Period of Insurance You shall declare to Us within six months of the expiry of each period the actual Gross Profit earned during the financial year most nearly concurrent with the Period of Insurance as reported by Your auditors

   The premium will be calculated at the appropriate rate on the declaration and the premium paid will be adjusted as stated below provided that if any Damage shall have occurred giving rise to a claim for loss of Gross Profit the above mentioned declaration shall be increased by Us for the purpose of premium adjustment by the amount by which the Gross Profit was reduced during the financial year solely in consequence of the Damage

   a. in respect of Limit of Liability (1) in this Section if the premium calculated is
      i. less than the premium paid We will repay the difference to You
      ii. greater than the premium paid You shall pay the difference
   b. in respect of Limit of Liability (2) in this Section if the premium calculated is
      i. less than the premium paid We will repay the difference to You but not exceeding the difference between the premium paid and the premium payable on 50% of the Sum Insured
      ii. greater than the premium paid You shall pay the difference not exceeding the difference between the premium paid and the premium payable on the full Sum Insured

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In the event that no declaration is received within six months of the expiry of the Period of Insurance the Sum Insured will be deemed to be the declaration and the additional premium due will become payable

Excess

We will deduct the amount of the excess stated in the Policy or as detailed in the Schedule in respect of each and every claim as calculated after the application of all other terms of this Section

Departmental Clause

If you conduct the Business in departments and independent trading results are obtainable the Basis of Settlement of the Gross Profit will apply separately to each department affected by the Damage

If the insurance is not on a declaration linked basis if the Sum Insured by such item is less than the total of all the sums produced by applying the Rate of Gross Profit for each department of the Business (affected by the Damage or not) to its relative Annual Turnover (proportionately increased where the Maximum Indemnity Period exceeds 12 months) You will be Your own insurer for the difference and bear a rateable share of the loss

New Business

For the purposes of any claims arising from Damage occurring before the completion of the first years trading of the Business such loss will be ascertained by applying the Gross Profit earned during the period between the commencement of the Business and the date of the Damage to the amount by which the Gross Profit during the period of interruption or interference will have fallen short of the proportional equivalent for that period of the Gross Profit realised during the period between the commencement of the Business and the date of such Damage

Payments on Accounts

Claims payments on account may be made to You during the Indemnity Period if required

Professional Accountants

We will pay Your auditors and professional accountants reasonable charges for

1. producing information We require for investigating any claim and
2. confirming the information is in accordance with Your business books

The maximum We will pay for any claim including auditors and professional accountants charges is the Sum Insured

Subrogation Waiver Clause

In the event of a claim arising under this Section We agree to waive any rights remedies or relief to which We may be entitled by subrogation against

1. any company whose relationship to You is either a parent to subsidiary or subsidiary to parent
2. any company which is a subsidiary of a parent company of which You are Yourselves a subsidiary

as defined in or within the meaning of the relevant Companies Act or Companies (NI) Order current at the time of the Damage

Value Added Tax

To the extent that You are accountable to H.M. Customs and Excise for Value Added Tax all terms in this Section shall be exclusive of such tax

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Section Extensions

The following Section Extensions shall apply subject to all other terms conditions limits and exceptions of this policy

We will indemnify You in respect of interruption of or interference with the Business in consequence of Damage as insured under the Material Damage Section of this Policy during the Period of Insurance unless otherwise stated in the Schedule to

1. the under noted premises or situations; or
2. to the under noted property

Our liability under each extension for any one occurrence will not exceed

a. the amount; or

b. the percentage of the Sum Insured (or 133 1/3% of the Estimated Amount)

stated in the Schedule as the Limit

Unspecified Suppliers

to property at the premises of any of Your suppliers including any fuel supplier motor vehicle manufacturer or any manufacturer supplying them with components or materials within Great Britain Northern Ireland the Channel Islands or the Isle of Man or any member of the European Union but excluding the premises of any supply undertaking from which You obtain gas water electricity or telecommunications services

The maximum We will pay in respect of any claim shall be 33.33% of the Estimated Gross Profit Sum Insured specified in the Schedule subject to a maximum amount of £1,000,000

Prevention of Access

to property in the vicinity of the Premises which hinders or prevents access to the Premises

The maximum We will pay in respect of any one claim is the Gross Profit / Estimated Gross Profit Sum Insured specified in the Schedule

Property Stored

to Your property including Vehicles whilst stored in any premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man

We will not indemnify You in respect of property stored in any premises You partially or fully occupy

The maximum We will pay in respect of any one claim is 12.5% of the Estimated Gross Profit Sum Insured in the Schedule subject to a maximum amount payable of £1,000,000

Exhibition Sites

to any situation within Great Britain Northern Ireland the Channel Islands or the Isle of Man (including transit thereto and therefrom) where You are exhibiting goods for a period which does not exceed seven days duration

The maximum We will pay in respect of any one claim is £25,000

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Additional Contingencies

The following Additional Contingencies only apply to this Section if they are stated in the Schedule

Failure of Utilities – Electricity

We will indemnify You in respect of loss resulting from interruption or interference with the Business as a result of accidental failure of Your supply of electricity at the terminal ends of Your suppliers feed to the Premises

We will not indemnify You in respect of accidental failure

1. caused by the deliberate act of any supply authority
2. caused by the exercise of any supply authority's power to withdraw or restrict supply or services
3. caused by industrial action
4. other than in Great Britain Northern Ireland the Channel Islands or the Isle of Man
5. lasting less than consecutive 4 hours

The maximum We will pay for any one claim will not exceed the limit stated in the Schedule or £1,000,000 whichever is the lower

Failure of Utilities - Gas

We will indemnify You in respect of loss resulting from interruption or interference with the Business as a result of accidental failure of Your supply of gas at the terminal ends of Your suppliers feed to the Premises

We will not indemnify You in respect of accidental failure

1. caused by the deliberate act of any supply authority
2. caused by the exercise of any supply authority's power to withdraw or restrict supply or services
3. caused by industrial action
4. lasting less than 4 consecutive hours

The maximum We will pay for any one claim will not exceed the limit stated in the Schedule or £1,000,000 whichever is the lower

Failure - Telecommunications Services

We will indemnify You in respect of loss resulting from interruption or interference with the Business as a result of accidental failure of the telecommunications services at the incoming line terminals or receivers at the Premises We will not indemnify You in respect of accidental failure

1. caused by the deliberate act of any supply authority
2. caused by the exercise of any supply authority's power to withdraw or restrict supply or services
3. caused by industrial action
4. caused by atmospheric or weather conditions but this will not exclude accidental failure due to Damage caused by such conditions
5. caused by failure of any satellite
6. other than in Great Britain Northern Ireland the Channel Islands or the Isle of Man
7. lasting less than 24 consecutive hours

The maximum We will pay for any one claim will not exceed the limit stated in the Schedule or £1,000,000 whichever is the lower

Failure of Utilities – Water

We will indemnify You in respect of loss resulting from interruption or interference with the Business as a result of accidental failure of Your supply of water at the terminal ends of Your suppliers feed to the Premises

We will not indemnify You in respect of accidental failure

1. caused by the deliberate act of any supply authority
2. caused by the exercise of any supply authority's power to withdraw or restrict supply or services

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3. caused by industrial action
4. caused by drought or other weather conditions unless equipment has been damaged
5. other than in Great Britain Northern Ireland the Channel Islands or the Isle of Man
6. lasting less than 4 consecutive hours

The maximum We will pay for any one claim will not exceed the limit stated in the Schedule or £1,000,000 whichever is the lower

Loss of MOT Licence

Loss of MOT Licence Definitions

The following Definitions apply to this Additional Contingency and shall keep the same meaning wherever they appear in this Additional Contingency and they should also be read in conjunction with the Definitions of this section and the General Definitions at the start of this Policy

Damage - the suspension or withdrawal of Your MOT Licence by the Department of Transport

MOT Licence - the licence granted by the Department of Transport to carry out MOT tests on motor Vehicles and issued to You as an authorised examiner or to a nominated tester employed by You in connection with the Business

Annual Test Fee Income - the annual income received for delivery of MOT testing services

Loss of MOT Licence Cover

If during the Period of Insurance Your MOT Licence is suspended or withdrawn by the Department of Transport and as a consequence the Business carried out by You at the Premises is interrupted or interfered with We will pay to You the amount of loss resulting from such interruption or interference in accordance with the basis of cover shown in the Schedule and described by this Additional Contingency

Provided that Our maximum liability shall not exceed the amount shown in the Schedule

Appeal Fees and Charges

We will also pay reasonable charges payable to parties agreed by Us for services provided to enable You to appeal against a suspension or withdrawal of the MOT Licence by the Department of Transport

Conditions applicable to this Additional Contingency

1. The Insured shall take all reasonable
   a. precautions to prevent a loss under this Additional Contingency occurring
   b. steps to observe and comply with all statutory or Public Authority laws obligations and requirements
2. On receipt of a formal warning letter from the Vehicle Inspectorate You must immediately notify and give written confirmation to Us together with copies of documentation received

Exceptions applicable to this Additional Contingency

We shall not indemnify You for any loss arising from

1. a suspension or warning received during the four weeks immediately following inception of cover under this Additional Contingency
2. actual or proposed compulsory purchase of the Premises
3. any scheme of town or country planning improvement or development
4. any policy by the Department of Transport to reduce the number of authorised examiners and nominated testers
5. any alteration after the commencement of cover to any relevant law unless We confirm in writing that cover will continue after such alteration
6. failure to maintain the Premises equipment or machinery in good general repair
7. failure to keep accurate and up to date documentation as required by the Department of Transport and/or Vehicle Inspectorate
8. a criminal conviction
9. a change in law

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Money Personal Accident Assault and Wrongful Conversion Section

Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

Bodily Injury

Bodily Injury by violent and visible means

Business Hours

Your normal working hours and any other period which You Your Employee director or partner entrusted with Money are on the Premises in connection with the Business

Loss of Limb

Physical separation of one or more limbs at or above the wrist or ankle or permanent and total loss of use of one or more hands arms legs or feet

Non-Negotiable Money

Crossed cheques crossed giro cheques stamped National Insurance Cards crossed money orders crossed postal orders crossed bankers' drafts crossed warrants national savings certificates premium savings bonds unexpired units in franking machines credit card sales vouchers debit card sales vouchers VAT purchase invoices

Person Insured

You or any of Your partners directors or Employees and in respect of cover (b) Assault aged not less than 16 years old and not more than 75 years

Cover (a) Money

We will indemnify You in respect of loss of Money by any cause occurring at the Premises in transit or at the private residences of any Person Insured anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands during the Period of Insurance

Limit of Liability

Our liability under this Section shall not exceed the limits stated in the Schedule or limit specified in any Extension to this Section

Section Extensions Applicable to Cover (a) Money Only

The following Section Extensions shall apply to Cover (a) Money subject to all other terms conditions limits and exceptions of this Policy

Damage to Money Containers

We will indemnify You for loss or destruction of or damage to any cases bags containers belts or waistcoats owned by You or for which You are responsible being used for carrying Money resulting from theft or attempted theft of Money

The Maximum We will pay in respect of any one claim under this extension is £1,000

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Damage to Clothing

We will indemnify You for loss or destruction of or damage to clothing and personal effects belonging to You or any Person Insured resulting from theft or attempted theft of Money up to a limit of £500 any one person

The maximum We will pay in respect of any one claim under this extension is £1,000

Section Exceptions Applicable to Cover (a) Money Only

We shall not indemnify You in respect of loss destruction or damage

1. arising from fraud or dishonesty of any director partner or Employee unless discovered and reported to the Police and Us in writing within 7 days after the event
2. resulting from use of any form of payment which proves to be counterfeit false invalid uncollectable irrecoverable for any reason
3. where a more specific insurance is in force except for any excess beyond the amount recoverable thereunder
4. due to errors or omissions
5. from unattended vehicles being any vehicle with no person in charge or keeping the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle
6. outside Great Britain Northern Ireland the Channel Islands and the Isle of Man
7. resulting directly or indirectly from forgery fraudulent alteration or substitution fraudulent use of a computer or electronic transfer
8. from any gaming machine vending machine or automated teller machine or cash dispensing machine unless specifically stated in the Schedule
9. loss of Money in the custody of any security company

Conditions Applicable to Cover (a) Money Only

The following conditions apply to Cover (a) Money and should be read in conjunction with the General Conditions applying to the whole Policy

Accompaniment Limits

It is a Condition Precedent to Our liability to make payment under cover (a) Money that whenever Money (other than Non- Negotiable Money) is in transit it is to be accompanied by the following numbers of authorised persons between the ages of 18 and 65 unless varied in the Schedule

Amount of Money in transit at any one time	Accompaniment Requirement
Up to £3,000	1 person
Over £3,000 up to £6,000	2 persons
Over £6,000 up to £12,000	3 persons
Over £12,000	Approved security company

The maximum amount we will pay in respect of any item insured under this Section is the limit stated in the Schedule

Records and Key Security

We will not indemnify You unless

1. a complete record of all Money held by You is kept in a secure place other than in any safe or other receptacle containing Money
2. safe keys are removed from the Premises outside Business Hours
3. all security devices to protect the Premises are properly fitted and put into full operation outside Business Hours

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Adjustment to Premium

The premium having been calculated in whole or in part on estimates provided by You and stated in Schedule

1. within one month after the expiry of each Period of Insurance You will provide Us with an accurate declaration so that the premium for that Period of Insurance can be calculated and the difference paid or allowed to You subject to any minimum premium We may require being retained by Us
2. should You fail to supply such a declaration as described in (1) above We will be entitled to charge an additional premium in respect of that Period of Insurance

Theft Protections

It is a Condition Precedent to Our liability to make payment under Cover (a) Money in respect of theft or attempted theft that all fastenings and protections on the Premises at the commencement of this Policy and all additional fastening and protections which have been stipulated by Us shall be maintained in full and effective working order during the Period of Insurance and put into full and effective operation outside Business Hours

The following additional conditions apply to Cover (a) Money only if they are specified in the Schedule and should also be read in conjunction with the General Conditions applying to the whole Policy

Intruder Alarm System

For the purpose of this Condition only the following definitions apply:

Intruder Alarm System - an electrical installation to detect and indicate the presence entry or attempted entry of an intruder into Protected Premises

Protected Premises - the Premises or those portions of the Premises protected by the Intruder Alarm System as required by Us

Responsible Person - You or any person authorised by You to be responsible for the security of the Premises

Keyholder -You or any person or key holding company authorised by You who must be available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System attend and allow access to the Premises

Conditions Precedent Applicable to Cover (a) Money Only

It is a Condition Precedent to Our liability to make payment under Cover (a) Money in respect of theft or attempted theft that

1. the Premises are protected by an Intruder Alarm System and means of communication used to transmit signals from such Intruder Alarm System designed installed and maintained as agreed by Us
2. the Protected Premises must not be left without at least one Responsible Person in attendance
    a. unless the Intruder Alarm System is set in its entirety with all means of communication used to transmit signals in full operation
    b. if the police have withdrawn their response to alarm calls unless We agree otherwise in writing
3. in the event of notification of any activation of the Intruder Alarm System or interruption of any of the means of communication used to transmit signals during any period that the Intruder Alarm System is set a Keyholder shall attend the Premises as soon as reasonably possible in order to confirm the security of the Premises and reset the Intruder Alarm System in its entirety If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation a Keyholder must remain at the Premises unless We agree otherwise in writing
4. You shall advise Us as soon as possible and in any event not later than 10.00am on Our next working day
    a. that police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
    b. of notice from a local authority or magistrate imposing any requirement for abatement of nuisance that the Intruder Alarm System and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working order

    and You must comply with any of Our subsequent requirements

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5. You shall not conduct or authorise any alteration or substitution of
    a. any part of the Intruder Alarm System
    b. the structure of the Premises or changes to the layout of the Premises which would affect the effectiveness of the Intruder Alarm System
    c. the means of communication used to transmit signals from the Intruder Alarm System
    d. the procedures agreed with Us for police or any other response to any activation of the Intruder Alarm System
    e. the maintenance contract

    without Our written agreement
6. You and each Keyholder must maintain secrecy of codes and security of keys and setting/ unsetting devices for the operation of the Intruder Alarm System All keys and other setting/ unsetting devices for the Intruder Alarm System must be removed from the Premises when they are left unattended
7. the Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or other such company as agreed by Us
8. You will appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the Intruder Alarm System and with the police if they so require

Contingent Security Company Cover

We will indemnify You in respect of loss of Money in the custody of any security company You have an agreement with if You are unable to recover the Money from the security company

It is a Condition Precedent to Our liability to make any payment under Cover (a) Money for theft or attempted theft that You must

1. provide Us with a copy of the agreement between You and the security company
2. obtain Our written agreement before any changes are made to the agreement
3. comply with the terms of the agreement

Cover (b) Assault

We will pay compensation as detailed in the Schedule in respect of any Bodily Injury sustained by any Person Insured in the course of the Business caused solely and directly by violence occurring during theft or attempted theft of Money and which directly and independently of any other cause results in any of the Contingencies detailed below

Contingencies

1. death (which shall not be presumed by disappearance of the Person Insured) occurring within 24 months of Bodily Injury
2. disablement occurring within 104 weeks of Bodily Injury being
    a. total and permanent loss of all sight in one or both eyes or
    b. total Loss of Limb
3. permanent total disablement which after 104 weeks of Bodily Injury prevents the Person Insured from pursuing any occupation
4. temporary total disablement which within 104 weeks of Bodily Injury prevents the Person Insured from pursuing their normal occupation
5. temporary partial disablement which within 104 weeks of Bodily Injury prevents the Person Insured from pursuing a substantial and essential part of their normal occupation
6. Incurred medical expenses

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Clauses Applicable to (b) Assault

Amounts payable

1. We will pay
    a. weekly compensation at 4 weekly intervals
    b. compensation under Contingencies 4 and 5 for a maximum of 104 weeks from the date that the disablement started
2. weekly benefit being paid for the same Bodily Injury will end if We pay compensation under Contingencies 1-3
3. insurance will end for the Person Insured if We pay compensation under Contingencies 1–3
4. reimbursement up to a sum of £500 in respect of Contingency 6

Section Conditions Applicable to (b) Assault

1. In the event of death We shall be entitled to have a postmortem at Our own expense
2. In the event of any Bodily Injury the Person Insured must immediately place himself/herself under the care of a qualified medical practitioner and act upon such medical and/or surgical advice as is given as soon as reasonably practicable
3. In the event of any Bodily Injury the Person Insured must as often as may be required submit to medical examination at Our expense
4. The amount payable under Contingencies 4 and 5 shall be payable when the total amount has been agreed or at Your request at intervals of not less than four weeks (but not in advance) commencing four weeks after We have received written notice of any Bodily Injury

Section Exceptions Applicable to (b) Assault

We will not be liable under Cover (b) Assault in respect of any death or disablement attributable to contributed to or accelerated by pregnancy or any pre-existing physical or mental condition

Cover (c) Wrongful Conversion

If stated in the Schedule We will indemnify You in respect of any financial loss You sustain in connection with any Vehicles purchased by You in Great Britain Northern Ireland the Channel Islands or the Isle of Man in the course of the Business and during the Period of Insurance where

1. the lawful and rightful owner has substantiated a valid claim for the return of the Vehicle or its value
2. the person to whom You have contracted to sell the Vehicle has substantiated a valid claim for damages to breach of implied warranty of title

we will also pay costs

a. recovered from Us by any claimant where We contest the claim or the claim is contested with Our written consent
b. for the defence of any claim incurred with Our written consent

The maximum We will pay in respect of all Vehicles purchased by You during any one Period of Insurance will not exceed the Limit of Liability stated in the Schedule

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Conditions Applicable to (c) Wrongful Conversion

It is a Condition Precedent to Our liability to make payment under Cover (c) Wrongful Conversion that

1. You must ensure that all payments for Vehicle purchased or all allowances for part exchange are settled by cheque card or credit against a new purchase
2. No payment must be made until HPI Limited or Experian Limited confirms that the Vehicle is not subject to any hire purchase interest or adverse information against it

Confirmation may be obtained by telephone but We will not indemnify You until it is produced in writing

Section Exceptions Applicable to (c) Wrongful Conversion

You shall at all times during the currency of the Section be Your own insurer for 25% of the total claim cost and shall bear a rateable share of the loss accordingly

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Goods in Transit Section

Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

Damage

Loss or destruction of or damage to the Property Insured

Clothing and Personal Effects

Personal possessions of Yours or any director partner or Your Employees or drivers' worn or carried during transit excluding cash bank notes credit cards watches and jewellery

Components

Components parts tyres batteries and all other accessories relevant to Vehicles belonging to You or for which You are responsible

Excess

The amount or amounts shown in the Schedule which We will deduct from each and every claim and will be deducted after the application of Average

Overnight

Means from 21.00 hours or whenever the Vehicle or trailer was last occupied (whichever is the earlier) to 06.00 hours or until the Vehicle is first used whichever is the later

Property Insured

Stock in trade components Tools and Vehicles in Transit used in connection with the Business belonging to or under the responsibility of You

Tools

Tools tool kits or test equipment which You own or are hired by You or used by You in connection with the Business and for which You are responsible including Employees tools

Vehicles in Transit

Vehicles but only up to a maximum limit of £100,000 any one Vehicle whilst being transported by You on a Vehicle constructed for the purpose but designed to carry a maximum of two such Vehicles any one time

Cover

We will indemnify You in respect of Damage to Property Insured occurring during the Period of Insurance whilst being carried anywhere within or between Great Britain Northern Ireland the Isle of Man and the Channel Islands including whilst

1. loading and unloading
2. temporarily stored in or on a Vehicle during transit
3. conveyed on recognised "roll-on roll-off" vehicle ferries providing no unloading or reloading of the vehicle is involved

Limit of Liability

Our liability under this Section shall not exceed the limits stated in the Schedule or limit specified in any Extension to this Section arising out of any one event at any one location to any one load or combination of loads of Property Insured in transit

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Section Extensions

The following Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

Additional Expenses

We will indemnify You for costs and expenses reasonably incurred by You with Our consent

1. in transferring the Property Insured to any other vehicle or trailer or delivering such property to its original destination or returning to its place of dispatch consequent upon collision or overturning of the conveying vehicle or trailer up to a limit of £2,500 any one claim
2. the reloading of Property Insured to the conveying vehicle or trailer following accidental discharge up to a limit of £2,500 any one claim
3. the removal of debris and site clearance following Damage to Property Insured up to a limit of £5,000

Clothing and Personal Effects

We will indemnify You for Damage to Clothing and Personal Effects caused by or following an accident to any Vehicle up to a limit of £500 any one claim or the limit as stated in the Schedule

Customers Goods

Damage to customers goods whilst carried in any Vehicle which is conveying Property Insured in transit up to a limit of £500 any one claim

Tarpaulins Sheets Ropes

We will indemnify You for Damage to sheets ropes chains tarpaulins toggles or packing materials owned by You or for which You are responsible while carried on any Vehicle

We will replace such tarpaulins as new if such tarpaulins were not more than one year old at the time of Damage

Section Exceptions

The following exceptions apply to this Section and should be read in conjunction with the General Exceptions

We will not provide an indemnity in respect of

1. Damage caused by
    a. defective or inadequate packing insulation or labelling delay inadequate documentation disappearance or unexplained or inventory shortage
    b. evaporation or ordinary leakage
    c. vermin insects wear tear inherent vice latent defect gradual deterioration
    d. pollution or contamination
    e. an existing or hidden defect
    f. indirect or consequential loss
    g. vibration denting scratching or bruising
    h. mechanical or electrical breakdown derangement defect or failure
2. Shortage in weight
3. Damage caused by deterioration or variation in temperature unless directly consequent upon fire theft or overturning or collision of the carrying vehicle
4. Damage arising from
    a. confiscation requisition or destruction by order of any government or any public authority
    b. riot civil commotion strikes lockouts or labour disturbances

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5. Damage
    a. occurring outside Great Britain Northern Ireland the Channel Islands and the Isle of Man
    b. not connected with the Business
6. Damage to
    a. jewellery precious stones watches clocks gold and silver articles furs curios
    b. wines spirits perfumes and tobacco products
    c. audio visual equipment
    d. computer hardware and software
    e. rare books and works of art
    f. Money and bullion non-ferrous metals
    g. living creatures
    h. explosives

    Unless such Property Insured is specifically stated in the Schedule as insured and the Damage is not otherwise excluded
7. Damage caused by theft or attempted theft of the Property Insured and/ or Tools and/or Clothing and Personal Effects from any unattended Vehicle being any Vehicle with no person in charge or keeping the Vehicle under observation and able to observe or prevent any attempt by any person to interfere with the Vehicle Unless You have ensured that
    a. all doors windows and other points of access have been locked where locks have been fitted and
    b. all manufacturers' security devices have been put into effect and
    c. the keys have been removed from any unattended Vehicle and
    d. unattached trailers have anti-hitching devices fitted and they are put into effect
8. Damage resulting from theft or attempted theft from any unattended Vehicle during the hours from 9pm until 6am unless such Vehicle is
    a. garaged in a securely locked building of substantial nature or
    b. a compound which has secure walls and/or fences and securely locked gates
9. property in transit for hire or reward
10. the Excess as stated in the Schedule
11. loss of market or indirect or consequential loss

Conditions

The following conditions apply to this Section and should be read in conjunction with the General Conditions applying to the whole Policy

Automatic Reinstatement

The Limits of Liability stated in the Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary

You must pay the additional premium required to reinstate the Limit of Liability

Average

Where a Sum Insured is subject to average, if at the time of the Damage the Sum Insured is less than the actual value of the property, the amount that We pay will be reduced.

The reduction will be calculated by reference to the proportion which the premium charged for the relevant item bears to the premium that We would have charged for that item had We been provided with the correct Sum Insured. For example, if the premium charged was £5,000 for the relevant item and the premium that We would have charged for that item was £10,000, the amount of Our payment will be reduced by 50%. Less any applicable Excess.

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Basis of Claims Settlement

The amount payable shall be the value of the Property Insured at the time of its Damage or at Our option the reinstatement or replacement of such property or any part of it

Reasonable Care

The following are Conditions Precedent to Our liability to indemnify You in relation to any claim under this Section for Damage to Property Insured If You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim

You must

1. only employ reliable and competent drivers and
2. take all reasonable measures to
    a. prevent Damage
    b. secure loads properly
    c. maintain any Vehicle in accordance with current law
    d. ensure any Vehicle is suitable for the purpose for which it is to be used
3. allow Us access to examine any Vehicle which You operate or premises from which You operate

Substitution of Vehicles

Where Vehicles are individually specified in the Schedule We will insure subject to the Limit of Liability and any other terms and conditions applicable to the original Vehicle the Property Insured whilst in or on any other vehicle

1. temporarily substituted for the specified Vehicle whilst the Vehicle is out of use for maintenance repair or official vehicle testing
2. permanently substituted for the specified Vehicle provided that You inform Us in writing within 21 days of the substitution

Section Endorsements

The following Endorsements only apply to this Section if specified in the Schedule

Additional Security Clause – Specified Vehicles

We will not indemnify You in respect of Damage resulting from theft or attempted theft from any specified unattended Vehicle being any Vehicle with no person in charge or keeping the Vehicle under observation and able to observe or prevent any attempt by any person to interfere with the Vehicle unless the additional security and / or alarm system approved by Us is

1. put into operation and all alarm keys removed and
2. maintained in accordance with the terms and conditions of the installing company's agreement

Additional Security Clause – Unspecified Vehicles

We will not indemnify You in respect of Damage resulting from theft or attempted theft from any unattended Vehicle being any Vehicle with no person in charge or keeping the Vehicle under observation and able to observe or prevent any attempt by any person to interfere with the Vehicle unless the additional security and / or alarm system approved by Us is

1. put into operation and all alarm keys removed and
2. maintained in accordance with the terms and conditions of the installing company's agreement

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Legal Liabilities Section

Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

Asbestos

Crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those materials fibres or particles of Asbestos or any material containing Asbestos or Asbestos dust

Costs and Expenses

Costs and Expenses shall be deemed to mean

1. costs and expenses of claimants for which You are legally liable and which may be the subject of indemnity under this Section
2. other costs and expenses incurred with Our written consent in respect of any claim which may be the subject of indemnity under this Section
3. legal costs and expenses incurred with Our written consent for representation by You at
    a. any proceedings brought in any court arising out of any alleged breach of a statutory duty resulting in Injury
    b. any coroner's inquest or inquiry in respect of any death

which may be the subject of indemnity under this Section

Compensation

Damages including interest

Event

Any accident or occurrence including continuous or repeated exposure to substantially the same general conditions which results during the Period of Insurance in Injury or Damage to Property All Events or series of Events consequent on one cause shall be regarded as one Event for the purposes of this Policy

Limit of Indemnity

The limit as specified in the Schedule including all costs and expenses

Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform whilst on any offshore rig or offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or offshore platform

Product Supplied

Any product or thing including packaging containers instructions and labels sold supplied cleaned maintained inspected erected repaired altered treated installed tested serviced or delivered by or through You in the course of the Business within the Geographical Limits

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Geographical Limits

A. anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands other than Offshore

B. elsewhere in the world (other than the United States of America or Canada or Offshore) for temporary visits by non- manual employees in connection with the Business undertaken by You or any of Your directors or Employees normally resident in (A) above

C. elsewhere in the world in respect of any Product Supplied (other than those to Your knowledge sold supplied cleaned maintained inspected erected repaired altered treated or installed by You in or for delivery or use in the United States of America or Canada)

Employers Liability Sub-Section

Cover

We will indemnify You against all sums that You become legally liable to pay as Compensation including Costs and Expenses in respect of Injury sustained by any Employee caused during the Period of Insurance within the Geographical Limits and arising out of employment by You in the course of the Business

Limit of Indemnity

Our liability for Compensation including Costs and Expenses payable under this Sub-Section in respect of any claim or series of claims against You as a result of or arising out of one Event shall not exceed the Limit of Indemnity

Right of Recovery

The indemnity provided under this Sub-Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Island the Channel Islands or the Isle of Man You must repay to Us all sums paid by Us that We would not have been liable to pay but for the provisions of such law

Extensions to this Sub-Section

The following Sub-Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

Unsatisfied Court Judgments

This Sub-Section extends to include the following

In the event of Injury sustained by any Employee caused during the Period of Insurance within the Geographical Limits and arising out of employment by You in the course of the Business which results in a judgment for Compensation being obtained by the Employee or the personal representatives of the Employee and which remains unsatisfied in whole or part six months after the date of such judgment We will at Your request pay to the Employee or the personal representatives of the Employee the amount of any such Compensation and any costs awarded to the Employee or the personal representatives of the Employee to the extent that they remain unsatisfied provided that

1. the judgment for Compensation is obtained
    a. in a court of law within Great Britain Northern Island the Channel Islands or the Isle of Man
    b. against a company partnership or individual other than You conducting a business at or from premises within the territories described in (a) above
2. there is no appeal outstanding
3. if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee must assign the judgment to Us

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Injuries to Working Partners

(only applicable if stated in the Schedule)

In respect of Injury sustained by any working partner or proprietor We will deem such person under this Sub-Section to be an Employee provided that We will only be liable where

1. the Injury is sustained whilst such working partner or proprietor is working in connection with the Business
2. the Injury is caused by the negligence of another working partner proprietor or Employee whilst working in the Business
3. the injured working partner or proprietor has a valid right of action in negligence against the working partner proprietor or Employee responsible for such Injury

Public Liability Sub-Section

Cover

We will indemnify You against all sums that You become legally liable to pay as Compensation including Costs and Expenses in respect of

1. accidental Injury to any person
2. accidental loss of or damage to Property
3. accidental nuisance or trespass obstruction loss of amenities or interference with any right of way light air or water

and occurring during the Period of Insurance within the Geographical Limits in connection with the Business

Limit of Indemnity

Our liability for Compensation including Costs and Expenses payable under this Sub-Section in respect of any claim or series of claims against You as a result of or arising out of one Event shall not exceed the Limit of Indemnity

Extensions to this Sub-Section

The following Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

Contingent Motor Liability

Notwithstanding Exception (5) of this Sub-Section We will indemnify You in respect of legal liability arising out of the use in the course of the Business of any motor vehicle not belonging to or provided by You anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that this indemnity shall not apply

1. in respect of Damage to the vehicle or to any property conveyed therein
2. whilst the vehicle is being driven by You or any person with Your general consent who to Your knowledge or anyone on Your behalf does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
3. in respect of which You are entitled to indemnity under any other insurance

Data Protection Legislation

We will indemnify You and at Your request any of Your directors or partners or Employees against all sums which You or any of Your directors or partners or Employees become(s) legally liable to pay as Compensation together with Costs and Expenses under Section 13 of the Data Protection Act 1998 or any subsequent overriding legislation incurred in connection with the Business during the Period of Insurance provided that You are

1. a registered user in accordance with the terms of the Actor any subsequent overriding legislation
2. not in business as a computer bureau

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The total amount payable including all Costs and Expenses under this Extension in the aggregate any one Period of Insurance is limited to £250,000

The indemnity provided by this Extension shall not apply to

a. legal liability caused by any deliberate act or omission by You the result of which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission
b. legal liability caused by any act of fraud or dishonesty
c. the costs and expenses of rectifying rewriting or erasing data
d. legal liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
e. the payment of fines or penalties
f. claims which arise out of circumstances notified to previous insurers or known to You at inception of this Policy
g. legal liability where indemnity is provided by any other insurance

Defective Premises Act

We will indemnify You in respect of legal liability in respect of accidental Injury or accidental loss of or damage to Property incurred by virtue of Section 3 of the Defective Premises Act 1972 or of Section 5 of the Defective Premises (Northern Ireland) Order 1975 provided that

1. such liability is not otherwise insured
2. We will not be liable in respect of
    a. damage to that part of such premises on which You or anyone on Your behalf has worked if such damage directly results from such work
    b. the cost of remedying any defect or alleged defect in the premises disposed of by You

Employees and Visitors Personal Belongings

Notwithstanding Exception (2) of this Sub-Section We will indemnify You in respect of legal liability for accidental damage to the vehicles and personal belongings of Your directors partners Employees and visitors which are in Your custody or control

We will not provide indemnity where this Property is

1. loaned leased hired or rented to You
2. stored for a fee or other consideration
3. in Your custody or control for the purposes of being worked upon

Overseas Personal Liability

We will indemnify You and if You so request any of Your directors partners or Employees or spouse or civil partner of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man but excluding the United States of America or Canada in connection with the Business

The indemnity will not apply to legal liability

1. arising out of the ownership or occupation of land or buildings
2. in respect of which any person referred to above is entitled to indemnity under any other insurance

Damage to Leased or Rented Premises

Notwithstanding Exception (2) of this Sub-Section We will indemnify You in respect of legal liability for loss of or damage to premises (or fixtures or fittings thereof) hired or rented to You provided that this extension shall not apply to liability in respect of

1. legal liability arising under agreement unless legal liability would have attached to You in the absence of such agreement
2. the first £500 in respect of any claim caused otherwise than by fire or explosion

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Conditions applicable to this Sub-Section

Use of Heat

It is a Condition Precedent to Our Liability to make payment under this Sub-Section in respect of fire that

You must ensure that the following precautions are complied with on each occasion there is use of heat involving a naked flame or open heat source or use of hot air paint strippers grinding wheels angle grinders disc cutters or gas space heaters away from Your Premises

1. The area of work will be cleared of combustible material for a safe distance from or beneath the place where such work is being carried out A safe distance shall be not less than fifteen metres when welding or cutting operations are carried out
2. Where such precautions are impractical such material will be covered with non-combustible blankets or screens Combustible parts of Premises will be similarly protected
3. At least one fire extinguisher of a type and capacity suitable for the combustible material and the Premises will be kept immediately adjacent to the area of work in full working order and available for immediate use and Your Employees are trained to use
4. Equipment will be lit for as short a time as possible before use and extinguished immediately after use
5. Equipment which is lit or switched-on will not be left unattended
6. A thorough examination for any signs of combustion will be made within or below the area in which the work has been undertaken half an hour after termination of each period of work

Exceptions to this Sub-Section

The following exceptions apply to this Sub-Section and should be read in conjunction with the Policy Exceptions

We will not indemnify You against legal liability in respect of

1. Injury to any Employee
2. loss of or damage to Property belonging to You held in trust by You or in Your custody or control or which is leased let rented hired or lent to you whilst it is not being worked upon
3. damage to that part of any Property on which You or any persons acting on Your behalf are or have been working and which arises directly from such work
4. any activity arising out of the organisation or sponsorship of or participation in any motor competition trial performance test race trial of speed whether between Vehicles or otherwise and irrespective of whether this takes place on any circuit or track
5. the costs of remedying any defect or alleged defect in land or premises sold or disposed of by You or for any reduction in value thereof
6. the ownership possession or use by You or on Your behalf of any mechanically propelled motor vehicles or mobile plant
    a. which is licenced for road use
    b. for which compulsory motor insurance or security is required
    c. which is more specifically insured

    Provided always that this exception will not apply in respect of

    i. liability arising during the act of loading or unloading any mechanically propelled motor vehicle or mobile plant or the bringing to or the taking away of a load from such vehicle
    ii. the authorised movement on Your Premises of any mechanically propelled motor vehicle or mobile plant

    unless more specifically insured or unless compulsory motor insurance or security is required
7. any advice treatment design formula or specification provided by You or on Your behalf for a fee or in circumstances where a fee would normally be charged

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8. professional services rendered
9. the Excess shown in the Schedule in respect of each and every claim for Damage to Property
10. liability arising out of Product Supplied after they have ceased to be in Your custody or control other than
    a. food or drink sold or supplied for consumption by Your directors partners Employees or visitors
    b. the disposal of furniture and office equipment originally intended solely for use by You in connection with the Business and which is no longer required for that purpose
11. any liquidated damages fine or penalty
12. punitive exemplary aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages
13. any activity conducted by You or on behalf which is regulated by the Financial Conduct Authority

Defective Workmanship/Sales Indemnity Sub-Section

Sub-Section Definitions

Contingencies

1. the repair servicing or maintenance or any Vehicle including the supply of parts components or accessories relevant to such work
2. the examination of Vehicles in accordance with regulations
3. the pre-delivery check of new Vehicles as required by the manufacturers and the fitting of additional accessories to them
4. the sale of Vehicles and any other Product Supplied

Financial Loss

A pecuniary loss suffered by a purchaser or user of Products Supplied and not caused by Personal Injury or Damage to Property

Cover

We will indemnify You in respect of all sums that You become legally liable to pay as Compensation including Costs and Expenses in respect of

1. accidental Injury to any person
2. accidental loss of or damage to Property

and occurring during the Period of Insurance within the Geographical Limits caused by any of the Contingencies

Limit of Indemnity

Our liability for Compensation including Costs and Expenses payable in respect of any claim or series of claims against You as a result of or arising out of one Event and in the aggregate any one Period of Insurance shall not exceed the Limit of Indemnity

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Extensions to this Sub-Section

The following Sub-Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

Consumer Protection Act Costs

We will indemnify You and at Your request any director partner or Employee in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of The Consumer Protection Act 1987 provided that

1. the proceedings relate to an offence alleged to have been committed in the course of the Business and during the Period of Insurance
2. We will not indemnify You in respect of
    a. fines or penalties
    b. costs and expenses insured by any other policy
    c. proceedings consequent upon any deliberate management decision act or omission of management

The maximum amount We will pay shall not exceed £100,000

Financial Loss – Products Supplied

We will indemnify You in respect of legal liability for Financial Loss which happens during the Period of Insurance and for which a claim is made as a result of Products Supplied after the inception of this Policy not being of merchantable quality nor fit for the intended purpose

The maximum amount including Costs and Expenses which We will pay in respect of all Financial Loss happening during any one Period of insurance shall not exceed £250,000

We will not provide indemnity in respect of 10% of each and every claim for Financial Loss

Exceptions to this Sub-Section

The following exceptions apply to this Sub-Section and should be read in conjunction with the General Exceptions

We will not indemnify You against legal liability in respect of

1. Injury to any Employee
2. loss of or damage to Property belonging to You held in trust by You or in Your custody or control or which is leased let rented hired or lent to you whilst it is not being worked upon
3. damage to that part of any Property on which You or any persons acting on Your behalf are or have been working and which arises directly from such work
4. any advice treatment design formula or specification provided by You or on Your behalf for a fee or in circumstance where a fee would normally be charged
5. the ownership possession or use by You or on Your behalf of any craft designed to travel through air or space hovercraft or waterborne vessels other than hand propelled watercraft
6. professional services rendered
7. loss of or damage to any Product Supplied or for the costs of recall removal repair alteration replacement or reinstatement of such Product Supplied caused by any defect therein or the unsuitability thereof for its intended purpose other than for
    a. Vehicles sold or supplied by You
    b. Damage to Vehicles directly resulting from work undertaken by You or on Your behalf
8. any Product Supplied which to Your knowledge is for use in or on any aircraft missile or for aviation or aerospatial purposes or for the safety or navigation of marine craft of any sort
9. any liquidated damages fine or penalty

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10. punitive exemplary aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages
11. any Product Supplied which is in Your custody or control
12. any activity conducted by You or on behalf which is regulated by the Financial Conduct Authority
13. any claim arising whilst any Vehicle is being driven by You or on Your behalf
14. the cost or repair reinstatement or rectification of the original repair servicing cleaning inspection testing alteration treatment or maintenance work by or on Your behalf which gives rise to a claim
15. the Excess stated in the Schedule in respect of Damage to Customers Vehicles undergoing work

Extensions applicable to Legal Liabilities Section

The following Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

Additional Persons Insured

We will indemnify

1. in the event of the death of any person entitled to indemnity under this Section the deceased's legal representatives but only in respect of legal liability incurred by such deceased person
2. at Your request
    a. any of Your directors partners or Employees in respect of legal liability arising in connection with the Business provided that You would have been entitled to indemnity under this Section if the claim had been made against You
    b. any officer committee or member of Your canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capabilities as such
    c. any of Your directors or senior officials in respect of private work undertaken by any Employee for that director or senior official

Provided that

1. such persons are not entitled to indemnity under any other policy covering such liability
2. each person will as though they were You observe fulfil and be subject to the terms of this Policy insofar as they can apply
3. We shall retain sole conduct and control of any claim
4. where We are required to indemnify more than one party Our total liability shall not exceed the relevant Limit of Indemnity

Compensation for Court Attendance

In the event of any director partner or Employee attending court as a witness at Our request in connection with any claim made against You we will provide compensation to You up to a maximum of £250 per day on which attendance is required

Contractual Liability and Indemnity to Principal

Notwithstanding the Liability under Contract or Agreement Exception to this Section We will indemnify You under the Employers Liability and Public Liability Sub-Sections in respect of Injury or loss of or damage to Property as follows To the extent that any contract or agreement entered into by You with any Principal so requires We will indemnify You against liability assumed by You and the Principal in like manner to You in respect of the liability of the Principal where the liability arises out of the performance by You of such contract or agreement provided that

1. the conduct and control of claims is vested in Us
2. the Principal shall observe fulfil and be subject to the terms of this Policy so far as they apply
3. the indemnity shall not apply in respect of liquidated damages or any penalty clause

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4. the indemnity granted under the Employers Liability Sub-Section shall only apply in respect of liability to any person who is an Employee of Yours
5. the indemnity shall not apply in respect of loss or damage against which You are required to effect insurance under the terms of the Joint Contracts Tribunal Standard of Building Contract 1963 Edition Clause 19 (2) (a) 1980 Edition Clause 21.2.1 or any subsequent amendments thereof or any form of contract requiring a similar indemnity
6. where indemnity is granted to any Principal We will treat each Principal and You as though a separate Policy had been issued to each of them provided that the total amount of indemnity payable to all parties shall not exceed the Limit of Indemnity of any Sub-Section of this Section

For the purpose of the extension Principal means the other party to a contract or agreement for whom You are undertaking work or service or providing a Product Supplied where such party is responsible for setting out the terms of the contract or agreement

Cross Liabilities

If more than one insured is referred to in the Schedule We will treat each party as if a separate Policy had been issued to each provided that the total amount of indemnity payable to all parties in respect of Compensation together with Costs and Expenses does not exceed the Limit of Indemnity under any Sub-Section of this Section

Health and Safety at Work Costs

We will indemnify You and at Your request any director partner or Employee in respect of legal costs and expenses with Our written consent and costs awarded against You or any director partner or Employee arising in connection with any criminal proceedings (including an appeal against any conviction resulting from such proceedings) as a result of an offence committed or alleged to have been committed during the Period of Insurance and in the course of the Business under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that

1. the proceedings relate to the health safety or welfare of Employees
2. We will not indemnify You for
    a. fines or penalties
    b. costs and expenses insured by any other policy
    c. proceedings consequent upon a deliberate management decision act or omission of management

    The maximum amount We will pay shall not exceed £100,000

Exceptions applicable to Legal Liabilities Section

The following exceptions apply to this Section and should be read in conjunction with the General Exceptions

Asbestos

We will not provide indemnity in respect of

1. exposure to
2. inhalation of
3. fears of the consequences of exposure to or inhalation of
4. the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos, Asbestos Dust, or Asbestos Containing Materials

Except in respect of the Employers Liability Sub-Section to the extent that it is necessary to comply with the minimum requirements of the law within Great Britain Northern Ireland the Isle of Man or the Channel Islands relating to compulsory insurance of liability to Employees

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Pollution or Contamination

(applicable to Public Liability Sub-Section and Defective Workmanship/Sales Indemnity Sub-Section)

We will not indemnify You in respect of Pollution or Contamination

1. occurring in the United States of America or Canada or dependency or trust territory
2. occurring elsewhere unless caused by a sudden identifiable unintentional and unexpected incident which takes place in its entirety at specific moment in time and place during the Period of Insurance

All Pollution or Contamination which arises out of one event shall be deemed to have occurred at the time such event takes place

Our liability for all Compensation together with Costs and Expenses payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the Limit of Indemnity shown in the Schedule in respect of any Sub-Section of this Section

For the purpose of this exclusion and limitation “Pollution or Contamination” shall be deemed to mean

a. all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
b. all loss or damage to Property or Injury directly or indirectly caused by such pollution or contamination

Liability under Contract or Agreement

We shall not indemnify You against liability which is assumed by You by agreement unless such liability would have attached in the absence of such agreement

Vehicles

We will not provide indemnity in respect of any legal liability for which compulsory motor insurance or security is required in accordance with any road traffic legislation

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Legal Expenses Section

ARAG Legal Expenses Insurance Company Limited (ARAG) is the underwriter and provides the insurance for this Section. The general conditions and general exceptions apply to this Section where applicable.

To make sure that You get the most from your ARAG cover, please take time to read this Section, which explains the insurance cover available to You. Please follow the procedures throughout the Policy and in particular those applying to insured incident 1 Employment disputes and compensation awards.

If You wish to speak to Us about:

Legal Advice: You can get telephone legal advice on any legal issue affecting your Business.

Insurance Claims: You can report a claim 24/7.

Tax Advice: dedicated tax advisers can provide advice on tax issues affecting Your Business.

Please phone us on **0370 755 3111** quoting reference **TS5/6954722**. We will ask You about Your legal issue and if necessary call You back to deal with Your query.

Crisis Containment: You can get assistance 24/7. Please phone Us on **0344 893 9314.**

Our agreement

We agree to provide the insurance described in this Section for You (or where specified, the Insured Person) in respect of any insured incident arising in connection with the Business, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this Policy, provided that:

a. Reasonable Prospects exist for the duration of the claim

b. the Date of Occurrence of the insured incident is during the Period of Insurance, or

c. during the currency of a previous equivalent legal expenses insurance policy, provided that:

   i. the previous legal expenses insurance policy required You to report claims during its currency

   ii. You could not have notified a claim previously as You could not have reasonably been aware of the insured incident

   iii. cover has been continuously maintained in force

   iv. any claim that should have been covered under a previously operative legal expenses insurance policy will not be covered by Us, and

   v. the available limit of indemnity shall be limited to the lesser of the sums payable under this or Your previous policy

d. any legal proceedings will be dealt with by a court, or other body which We agree to, within the Countries Covered, and

e. the insured incident happens within the Countries Covered.

What We will pay

We will pay an Appointed Representative, on Your behalf, Costs and Expenses incurred following an insured incident, and any compensation awards that We have agreed to, provided that:

a. the most We will pay in respect of all claims resulting from one or more event arising at the same time or from the same originating cause, for Costs and Expenses and compensation awards claims, is £500,000

b. the most We will pay for the total of all compensation awards under insured incident 1 Employment disputes and compensation awards (b) Compensation awards in any one Period of Insurance shall not exceed £1,000,000

c. the most We will pay in Costs and Expenses is no more than the amount We would have paid to a Preferred Law Firm or tax consultancy. The amount We will pay a law firm (where acting on Your behalf) is currently £100 per hour. This amount may vary from time to time

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d. in respect of an appeal or the defence of an appeal, You must tell us as soon as possible and within the statutory time limits allowed that You want to appeal. Before We pay the Costs and Expenses for appeals, We must agree that Reasonable Prospects exist

e. for an enforcement of judgment to recover money and interest due to You after a successful claim under this Section, We must agree that Reasonable Prospects exist

f. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most We will pay in Costs and Expenses is the value of the likely award, and

g. in respect of insured incident 2 Legal defence (f) Jury service and court attendance, the maximum We will pay is the Insured Person's net salary or wages for the time that the Insured Person is attending court or tribunal, less any amount You, the court or tribunal pays, and

h. in respect of insured incident 10 Crisis containment the maximum We will pay in respect of all claims resulting from one or more event arising at the same time, or from the same originating cause, is £25,000.

What We will not pay

a. In the event of a claim, if You decide not to use the services of a Preferred Law Firm or tax consultancy, You will be responsible for any costs that fall outside the ARAG Standard Terms of Appointment and these will not be paid by Us.

b. If You are registered for VAT, We will not pay the VAT element of any Costs and Expenses.

Definitions

The following definitions apply to this Section and shall keep the same meaning wherever they appear in this Section. They should also be read in conjunction with the general definitions of the Motor Trade Policy. If there is a conflict between a definition in this Section and a definition elsewhere in this Policy, the definition in this Section will apply.

Appointed Representative

The Preferred Law Firm, law firm, tax consultancy, accountant or other suitably qualified person We appoint to act on the Insured Person's behalf.

ARAG Standard Terms of Appointment

The terms and conditions (including the amount We will pay to an Appointed Representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting on Your behalf, the amount We will pay is currently £100 per hour. This amount may vary from time to time.

Business

The Business declared to Us and covered by the Motor Trade Policy to which this Section attaches.

Costs and Expenses

a. All reasonable, proportionate and necessary costs chargeable by the Appointed Representative and agreed by Us in accordance with the ARAG Standard Terms of Appointment.

b. The costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them or the Insured Person pays them with Our agreement.

Countries Covered

a. For insured incidents 2 Legal defence (excluding (e) Statutory notice appeals and (g) Disciplinary hearings), 4 Contract disputes, 5 Debt recovery, and 7 Personal injury: The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

b. For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, and the Channel Islands.

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Date of Occurrence

a. For civil cases (other than as specified under (c) to (h) below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date You or an Insured Person first became aware of it.)

b. For criminal cases, the date the Insured Person began, or is alleged to have begun, to break the law.

c. For insured incident 2 Legal defence (e) Statutory notice appeals, the date when the Insured Person is issued with the relevant notice and has the right to appeal.

d. For insured incident 2 Legal defence (g) Disciplinary hearings representation, the date the Insured Person first became aware of the formal investigation or disciplinary hearing against them.

e. For insured incident 3 Statutory licence appeal, the date when You first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel your licence, mandatory registration or British Standard Certificate of Registration.

f. For insured incident 8 Tax protection, the date when HM Revenue & Customs, or the relevant authority, first notifies You of its intention to carry out an enquiry. For VAT or Employer Compliance Disputes, the date the dispute arises during the Period of Insurance following the issue of an assessment, written decision or notice of a civil penalty.

g. For insured incident 10 Crisis containment, the date the negative publicity relating to Your Business first occurred.

h. For insured incident 11 Employment restrictive covenants, the date You first became aware (or should reasonably have been aware), of the breach or prospective breach of covenant (whichever is first).

Employer Compliance Dispute

A dispute with HM Revenue & Customs concerning Your compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

Identity Theft

a. The unlawful use of Your identity to obtain credit, financial products, goods or services

b. The theft or unauthorised use of the identity of Your directors and/or their spouses/civil partners.

Insured Person

a. You and the directors, partners, managers, Employees and any other individuals declared to Us by You.

b. A person contracted to work for You who works for You on the same basis as Your Employees, and performs that work under Your supervision and direction.

PR Crisis

Negative publicity in local, regional or national media (print, online, television or radio), or negative social media comment, which requires managing to protect Your Business' reputation.

Preferred Law Firm

A law firm, barrister or tax expert We choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the Insured Person's claim and must comply with Our agreed service standard levels, which We audit regularly. They are appointed according to the ARAG Standard Terms of Appointment.

Reasonable Prospects

a. For civil cases (other than insured incident 10 Crisis containment, 12 Social media defamation and 13 Corporate identity theft), the prospects that the Insured Person will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that We have agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%. A Preferred Law Firm or tax consultancy on Our behalf, will assess whether there are Reasonable Prospects.

b. For criminal cases, and insured incidents 10 Crisis containment, 12 Social media defamation and 13 Corporate identity theft, there is no requirement for there to be prospects of a successful outcome.

c. For civil and criminal appeals the prospects of a successful outcome must be at least 51%.

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Tax Enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

a. includes a request to examine any aspect of your books and records; or

b. advises of a check of Your whole tax return.

VAT Dispute

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to Your VAT affairs.

Insured incidents

1. Employment disputes and compensation awards

a. Employment disputes

What is covered:

Costs and Expenses to defend Your legal rights:

i. Before the issue of legal proceedings in a court or tribunal
   1. Following the dismissal of an Employee; or
   2. Where an Employee or ex-Employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or

ii. in unfair dismissal disputes under the ACAS Arbitration Scheme; or

iii. in legal proceedings in respect of any dispute relating to:
   1. a contract of employment with You; or
   2. an alleged breach of the statutory rights of an Employee, ex-Employee or prospective Employee under employment legislation.

What is not covered:

A claim relating to the following:

i. unless equivalent legal expenses insurance was continuously in force before:
   1. any dispute where the originating cause of action arises within the first 90 days of the start of this Section;
   2. any dispute with an Employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this Section, if the date of occurrence was within the first 180 days of the start of this Section and the dispute relates directly to the same matter(s) which gave rise to that warning;
   3. any notice of redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this Section

ii. Employee internal disciplinary or grievance procedures

iii. damages for personal injury

iv. Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations

v. pursuing Your legal rights.

b. Compensation awards

What is covered:

In respect of a claim We have accepted under insured incident 1 Employment disputes and compensation awards (a) Employment disputes We will pay:

i. any basic and compensatory award; and/or

ii. an order for compensation or damages following a breach of Your statutory duties under employment legislation.

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Provided that:

i. in cases relating to performance and/or conduct, You have throughout the employment dispute either:
    1. followed the ACAS Code of Disciplinary and Grievance Procedures; or
    2. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
    3. sought and followed advice from Our legal advice service (telephone 0370 755 3111)

ii. for an order of compensation following Your breach of statutory duty under employment legislation, You have at all times sought and followed advice from Our legal advice service since the date when You should have known about the employment dispute (telephone 0370 755 3111)

iii. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, You have sought and followed advice from Our legal advice service before starting any redundancy process or procedure with Employees (telephone 0370 755 3111)

iv. any sum of money in settlement of a dispute is awarded by a court, tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by default, or is payable under settlement approved in writing in advance by Us.

Please note that the total amount payable by Us for all compensation awards and sums of money in settlement of a dispute, in aggregate and in any one Period of Insurance is £1,000,000.

What is not covered:

A claim relating to the following:

i. Any compensation award relating to the following:
    1. trade union activities, trade union membership or non-membership;
    2. pregnancy or maternity rights, paternity, parental or adoption rights;
    3. health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
    4. statutory rights in relation to trustees of occupational pension schemes.

ii. Non-payment of money due under a contract.

iii. Any award ordered because You have failed to provide relevant records to Employees under National Minimum Wage legislation.

iv. A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.

v. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

c. Employee civil legal defence

What is covered:

Costs and Expenses to defend the Insured Person's (other than Your) legal rights if:

i. an event arising from their work leads to civil action being taken against them under legislation for unlawful discrimination; or

ii. civil action is being taken against them as trustee of a pension fund set up for the benefit of Your Employees.

Please note that We will only provide cover for an Insured Person (other than You) at Your request.

d. Service occupancy

What is covered:

Costs and Expenses to recover possession of premises owned by You, or for which You are responsible, from Your Employee or ex-Employee.

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What is not covered:

Any claim relating to defending Your legal rights, other than defending a counter-claim that is an insured incident under this Section.

2. Legal defence

For each of the following sections of Legal defence cover (a) to (g) below, You must request Us to provide cover for the Insured Person:

a. Criminal pre-proceedings cover

What is covered:

Costs and Expenses to defend the Insured Person's legal rights prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the Insured Person has or may have committed a criminal offence.

Provided that:

i. for claims relating to the Health and Safety at Work etc Act 1974, the Countries Covered shall be any place where the Act applies.

Please note that We will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the Business shown in the policy schedule. Please see Our agreement.

What is not covered:

A claim relating to the following:

ii. any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs

iii. investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

b. Criminal prosecution defence

What is covered:

Costs and Expenses to defend the Insured Person's legal rights following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction.

Provided that:

i. for claims relating to the Health and Safety at Work etc Act 1974, the Countries Covered shall be any place where the Act applies.

Please note that We will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the Business shown in the policy schedule. Please see Our agreement.

What is not covered:

A claim relating to prosecution due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

c. Data protection

What is covered:

Costs and Expenses to defend the Insured Person's legal rights if civil action is taken against the Insured Person for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:

i. An individual. We will also pay any compensation award in respect of such a claim.

ii. A data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note that We will not pay any compensation award in respect of such a claim.

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Provided that:

i. in respect of 3(a), any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by Us.

Please note that We will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see Section exception 3.

What is not covered:

A claim relating to the following:

i. the loss, alteration, corruption or distortion of, or damage to stored personal data, or

ii. a reduction in the functionality, availability, or operation of stored personal data

where either i. or ii. above have resulted from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.

d. Wrongful arrest

What is covered:

Costs and Expenses to defend the Insured Person's legal rights if civil action is taken against the Insured Person for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance

e. Statutory notice appeals

What is covered:

Costs and Expenses to defend the Insured Person's legal rights in an appeal against the imposition or terms of any statutory notice issued under legislation affecting Your Business.

What is not covered:

A claim relating to the following:

i. an appeal against the imposition or terms of any statutory notice issued in connection with Your licence, mandatory registration or British Standard Certificate of Registration

ii. a statutory notice issued by an Insured Person's regulatory or governing body.

f. Jury service and court attendance

What is covered:

An Insured Person's absence from work:

i. to perform jury service

ii. to attend any court, tribunal or at the request of the Appointed Representative.

The maximum We will pay is the Insured Person's net salary or wages for the time that they are absent from work less any amount You, the court or tribunal, have paid them.

We will reimburse You for net salary or wages that You have paid the Insured Person for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

What is not covered:

Any claim if You or the Insured Person are unable to prove the loss.

g. Disciplinary hearings

What is covered:

Costs and Expenses to defend the Insured Person's legal rights if an event results in a disciplinary case brought against the Insured Person by the relevant authority.

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3. Statutory licence appeal

What is covered:

Costs and Expenses for an appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel your licence, mandatory registration or British Standard Certificate of Registration.

What is not covered:

A claim relating to the following:

i. the original application or renewal application of a statutory licence, mandatory registration or British Standard Certificate of Registration

ii. the ownership, driving or use of a motor vehicle.

4. Contract disputes

What is covered:

Costs and Expenses for a contractual dispute arising from an agreement or an alleged agreement which has been entered into by You or on Your behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

i. the amount in dispute exceeds £200 (incl VAT)

ii. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £200 (incl VAT)

iii. if the dispute relates to money owed to You, a claim under the policy is made within 90 days of the money becoming due and payable.

What is not covered:

A claim related to the following:

i. a dispute arising from an agreement entered into prior to the start of this Section if the Date of Occurrence is within the first 90 days of the start of this Section, unless equivalent legal expenses insurance was in force immediately before

   1. a dispute relating to an insurance policy, other than when Your insurer refuses Your claim
   2. the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, We will cover a dispute with a professional adviser in connection with these matters
   3. a loan, mortgage, pension, guarantee or any other financial product. However, We will cover a dispute with a professional adviser in connection with these matters

ii. a dispute with an Employee or ex-Employee which arises out of, or relates to, a contract of employment with You. (Please refer to insured incident 1 Employment disputes and compensation awards.)

iii. a dispute which arises out of the:

   1. sale or provision of computer hardware, software, systems or services; or
   2. the purchase or hire of computer hardware, software, systems or services tailored by a supplier to Your own specification

iv. the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists

v. a dispute arising from a breach or alleged breach of professional duty by an Insured Person.

5. Debt recovery

What is covered:

Costs and Expenses for a dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

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Provided that:

i. the debt exceeds £200 (incl VAT)

ii. a claim is made within 90 days of the money becoming due and payable

iii. We have the right to select the method of enforcement, or to forego enforcing judgment if We are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

What is not covered:

A claim related to the following:

i. any debt arising from an agreement entered into prior to the start of the Section if the debt is due within the first 90 days of the start of this Section, unless equivalent legal expenses insurance was in force immediately before

ii.

1. the settlement payable under an insurance policy
2. the sale, purchase, terms of a lease, licence, or tenancy of land or buildings
3. a loan, mortgage, pension, guarantee or any other financial product. However, We will cover a dispute with a professional adviser in connection with these matters

iii. a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services

iv. the recovery of money and interest due from another party where the other party indicates that a defence exists

v. any dispute which arises from debts You have purchased from a third party.

6. Property protection

What is covered:

Costs and Expenses for a civil dispute relating to physical property which is owned by You, or is Your responsibility following:

i. any event which causes physical damage to such physical property; or

ii. a legal nuisance (meaning any unlawful interference with Your use or enjoyment of Your land, or some right over, or in connection with it); or

iii. a trespass.

Please note that You must have, or there must be reasonable prospects of establishing You have, the legal ownership or right to the physical property that is the subject of the dispute.

What is not covered:

A claim relating to the following:

i. a contract You have entered into (please refer to insured incident 4 Contract disputes)

ii. physical property which is in transit or which is lent or hired out

iii. goods at premises other than those occupied by You unless the goods are at the premises for the purpose of installations or use in work to be carried out by You

iv. mining subsidence

v. defending Your legal rights but We will cover defending a counter-claim that is an insured incident under this Section

vi. a motor vehicle owned or used by, or hired or leased to an Insured Person (other than damage to motor vehicles where You are in the business of selling motor vehicles)

vii. the enforcement of a covenant by or against You.

7. Personal injury

What is covered:

At Your request, Costs and Expenses for an Insured Person's and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

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What is not covered:

A claim relating to the following:

i. any illness or bodily injury that happens gradually

ii. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury

iii. defending an Insured Person's or their family members' legal rights other than in defending a counter-claim

iv. clinical negligence.

8. Tax protection

What is covered:

Costs and Expenses for:

i. A Tax Enquiry

ii. An Employer Compliance Dispute

iii. A VAT Dispute.

Provided that:

i. You have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note that We will only cover tax claims which arise in direct connection with the activities of the Business shown in the policy schedule. Please see Our agreement.

What is not covered:

A claim relating to the following:

i. a tax avoidance scheme

ii. any failure to register for Value Added Tax or Pay As You Earn

iii. any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office

iv. any claim relating to import or excise duties and import VAT

v. any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

9. Tenancy disputes

What is covered:

Costs and Expenses for a civil dispute between You and Your landlord, relating to premises leased or rented by You.

What is not covered:

A claim relating to the following:

i. the negotiation, review or renewal of the lease or tenancy agreement

ii. a dispute arising from rent or service charges.

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10. Crisis containment

What is covered:

Costs and Expenses in the event of a PR Crisis:

i. We will provide advice and guidance over the phone about Your PR Crisis. Please call Us on 0344 893 9314 (open 24 hours a day, seven days a week).

ii. following a call to Us, if You and We agree that additional help is required to manage Your PR Crisis, We will provide appropriate assistance which may include specialist legal and public relations support.

Provided that:

i. We will not pay more than £25,000 for any claim in respect of a PR Crisis

ii. You have sought and followed advice from Us.

What is not covered:

A claim relating to the following:

i. any claim that could reasonably be dealt with through Your customer service or standard complaints procedures

ii. any PR Crisis related to or arising from an event affecting the whole profession or industry.

11. Employment restrictive covenants

a. Pursuit of a breach of covenant

What is covered:

Costs and Expenses to pursue a civil action against an Employee or ex-Employee where they are in breach, or are about to be in breach, of a covenant which restricts them:

i. from providing services to or soliciting Your customers; or

ii. enticing other Employees to leave Your employment.

Provided that:

i. the restrictive covenant(s) is expressly incorporated within the Employee's or ex-Employee's contract of employment with You

ii. the Employee or ex-Employee has signed their contract of employment

iii. the restrictive covenant does not exceed 12 months

iv. You have not breached the Employee's or ex-Employee's contract of employment

What is not covered:

A claim relating to the following:

i. any dispute where the Date of Occurrence arises within the first 90 days of the start of this Section, unless equivalent legal expenses insurance was in force immediately before

ii. any claim relating to a restrictive covenant applying to an Employee or ex-Employee transferred to the Business under the Transfer of Undertakings Regulations (TUPE)

iii. defending Your legal rights (please refer to insured incident 11 Employment restrictive covenants (b) Business defence), other than the defence of a counter-claim that is an insured incident under this Section

b. Business defence

What is covered:

Costs and Expenses in a dispute between You and a third party business, where the third party alleges that You have breached their legal rights protected by an employment restrictive covenant contained within a contract of employment between the third party and their Employee or ex-Employee.

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Provided that:

i. the Employee or ex-Employee is now Your Employee or prospective Employee.

What is not covered:

A claim relating to any covenant other than an employment restrictive covenant contained within a contract of employment between Your Employee or prospective Employee and their former or current employer.

12. Social media defamation

What is covered:

Following defamatory comments made about an Insured Person on a social media website, We will pay Costs and Expenses to provide a formal written request that the comments are removed from the website:

ii. We will write one letter to the provider of the social media website.

iii. Where the authors' identity is known, We will also write one letter to the author.

What is not covered:

Any claim where the Insured Person is not aged 18 years or over.

13. Corporate identity theft

What is covered:

Costs and Expenses following an Identity Theft. We will assign a personal caseworker who will provide an individual action plan to help regain the stolen identity. We will pay:

a. For You

i. Costs and Expenses to defend Your legal rights in a dispute with debt collectors or any party taking legal action against You, arising from or relating to the Identity Theft

ii. the costs incurred for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies

iii. the cost of replacement documents to help restore Your credit status.

b. For Your directors and/or their spouses/civil partners

i Costs and Expenses to reinstate the stolen identity, including costs for the signing of statutory declarations or similar documents

ii Costs and Expenses to defend the affected individual's legal rights in a dispute with debt collectors or any party taking legal action against them, arising from or relating to the Identity Theft

iii loan-rejection fees and any re-application administration fee for a loan when the original application has been rejected

iv the costs incurred for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies

v the cost of replacement documents to help restore the stolen identity and the affected individual's credit status.

Provided that:

i. Where the Identity Theft relates to Your directors and/or their spouses/civil partners, the affected individual(s) must contact the Identity Theft helpline as soon as possible and follow the advice given

ii. You and the affected individual(s) must notify Your banks and building societies as soon as possible

iii. You must tell Us if You or Your directors and/or their spouses/civil partners have previously suffered Identity Theft

iv. You and the affected individual(s) must take all reasonable action to prevent continued unauthorised use of the stolen identity

v. You must request Us to provide cover for Your directors and/or their spouses/civil partners

vi. You must have adequate security systems to protect Your Business

vii. We will not pay for losses that are not directly covered by this Section e.g. reimbursement of unlawfully obtained funds belonging to You or Your directors and/or their spouses/civil partners.

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What is not covered

A claim related to the following:

i. fraud committed by anyone entitled to make a claim under this Section

ii. losses for anyone other than You, Your directors and their spouses/civil partners

Section exceptions

We will not pay for the following:

1. **Late reported claims**

   Any claim reported to Us more than 180 days after the date the Insured Person should have known about the insured incident.

2. **Costs We have not agreed**

   Costs and Expenses incurred before Our expressed acceptance.

3. **Court awards and fines**

   Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents 1 Employment disputes and compensation awards (b) Compensation awards, and 2 Legal defence (c) Data protection.

4. **Legal action we have not agreed**

   Legal action an Insured Person takes which We or the Appointed Representative have not agreed to, or where the Insured Person does anything that hinders Us or the Appointed Representative.

5. **Intellectual property rights**

   Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

6. **Wilful acts**

   Any wilful act or omission of an Insured Person deliberately intended to cause a claim under this Section.

7. **Franchise or agency agreements**

   Any claim relating to rights under a franchise or agency agreement entered into by You.

8. **A dispute with ARAG**

   Any claim under this Section for a dispute with Us. For disagreements with Us about the handling of a claim, refer to Section condition 8.

9. **Shareholding or partnership disputes**

   Any claim relating to a shareholding or partnership share in the Business.

10. **Judicial review, coroner's inquest or fatal accident inquiry**

    Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

11. **Bankruptcy**

    Any claim where either at the start of, or during the course of a claim:

    a. You are declared bankrupt

    b. You have filed a bankruptcy petition

    c. You have filed a winding-up petition

    d. You have made an arrangement with your creditors

    e. You have entered into a deed of arrangement

    f. You are in liquidation

    g. part or all of Your affairs or property are in the care or control of a receiver or administrator.

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12. Defamation

Any claim relating to written or verbal remarks that damage the Insured Person's reputation, other than where cover is provided under insured incident 12 Social media defamation.

13. Litigant in person

Any claim where an Insured Person is not represented by a law firm, barrister or tax expert.

Section conditions

1. Your representation

a. On receiving a claim, if legal representation is necessary, We will appoint a Preferred Law Firm or tax consultancy as Your Appointed Representative to deal with Your claim. They will try to settle Your claim by negotiation without having to go to court.

b. If the appointed Preferred Law Firm or tax consultancy cannot negotiate settlement of Your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then You may, if You prefer, choose a law firm or tax expert of Your own choice to act as the Appointed Representative. We will choose the Appointed Representative to represent You in any proceedings where We are liable to pay a compensation award.

c. If You choose a law firm as Your Appointed Representative who is not a Preferred Law Firm or tax consultancy, We will give Your choice of law firm the opportunity to act on the same terms as a Preferred Law Firm or tax consultancy. However if they refuse to act on this basis, the most We will pay is the amount We would have paid if they had agreed to the ARAG Standard Terms of Appointment. The amount We will pay a law firm (where acting on Your behalf) is currently £100 per hour. This amount may vary from time to time.

d. The Appointed Representative must co-operate with Us at all times and must keep Us up to date with the progress of the claim.

2. An Insured Person's responsibilities

a. An Insured Person must co-operate fully with Us and the Appointed Representative.

b. An Insured Person must give the Appointed Representative any instructions that We ask them to.

3. Offers to settle a claim

a. An Insured Person must tell Us if anyone offers to settle a claim and must not negotiate or agree to any settlement without Our expressed consent.

b. If an Insured Person does not accept a reasonable offer to settle a claim, We will not pay further Costs and Expenses.

c. We may decide to pay an Insured Person the reasonable value of the claim that the Insured Person is claiming or is being claimed against them, instead of starting or continuing legal action. In these circumstances an Insured Person must allow Us to take over and pursue or settle a claim in their name. An Insured Person must allow Us to pursue at Our own expense and for Our benefit, any claim for compensation against any other person and an Insured Person must give Us all the information and help We need to do so.

4. Assessing and recovering costs

a. An Insured Person must instruct the Appointed Representative to have Costs and Expenses taxed, assessed or audited if We ask for this.

b. An Insured Person must take every step to recover Costs and Expenses and court attendance and jury service expenses that We have to pay and must pay Us any amounts that are recovered.

5. Cancelling an appointed representative's appointment

If the Appointed Representative refuses to continue acting for an Insured Person with good reason, or if an Insured Person dismisses the Appointed Representative without good reason, the cover We provide will end at once, unless We agree to appoint another Appointed Representative.

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6. Withdrawing cover

a. If an Insured Person settles a claim or withdraws their claim without Our agreement, or does not give suitable instructions to the Appointed Representative, We can withdraw cover and will be entitled to reclaim any Costs and Expenses We have paid.

b. If during the course of a claim Reasonable Prospects no longer exist, the cover We provide will end at once. We will pay any Costs and Expenses and compensation awards We have agreed to, up to the date cover was withdrawn.

7. Expert opinion

If there is a disagreement between an Insured Person and Us on the merits of the claim or proceedings, or on a legal principle, We may suggest the Insured Person obtains, at their own expense, an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by Us and the cost expressly agreed in writing between the Insured Person and Us. Subject to this, We will pay the cost of getting the opinion, if the expert's opinion indicates that it is more likely than not that the Insured Person will recover damages (or obtain any other legal remedy that We have agreed to) or make a successful defence. This does not affect the Insured Person's rights under Section condition 8.

8. Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through Our internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, We will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

9. Keeping to the policy terms

An Insured Person must:

a. Keep to the terms and conditions of this policy

b. Take reasonable steps to avoid and prevent claims

c. Take reasonable steps to avoid incurring unnecessary costs

d. Send everything We ask for, in writing, and

e. Report to Us full and factual details of any claim as soon as possible and give Us any information We need.

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Engineering Inspection Section

This Section is only operative if specified in the Schedule.

This Section does not provide insurance cover.

The Inspection Service is provided by HSB Engineering Insurance Services Limited in accordance with the Inspection Service contract.

- Registered Office: Chancery Place, 50 Brown Street, Manchester, M2 2JT.
- Registered in England and Wales, Company number: 3010292.
- Accredited by UKAS as a type A Inspection Authority in accordance with the recognised international standard ISO/IEC 17020. Customer Number: 0010.
- Website: https://www.munichre.com/hsbeil/en/services/engineering-inspection-services.html.

Inspection Service Contract

1. Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section and should also be read in conjunction with the General Definitions at the start of the Policy

1.1. Inspection Service

1.1.1. thorough Examination of all pressure systems containing a relevant fluid which require a Written Scheme of Examination under regulations 8 of The Pressure Systems Safety Regulations

1.1.2 thorough Examination of equipment used for the purpose of raising and / or lowering a load (where the load can include persons) as required by regulation 9 of The Lifting Operations and Lifting Equipment Regulations

1.1.3 inspection of Plant in compliance with good established engineering practice

1.1.4 provision of a written report of the Inspection Service within a reasonable time

(Only where indicated in the Schedule 1.1.5 and 1.1.6 below will apply in addition to the Inspection Service provisions above)

1.1.5 visual Inspection of motors / compressors contained within qualifying pressure systems under the Boiler / Pressure Service

1.1.6 thorough Examination and Test of all systems used for the extraction of Vehicle exhaust gases solvent or paint fumes and brake lining dust as required by regulation 9 of The Control of Substances Hazardous to Health Regulations (This excludes the Initial Appraisal or re-validation of such systems as may be required under HSG54)

Unless otherwise agreed in writing Inspection Service shall not include approval or verification of the fitness for purpose of any design or design features of Plant performing or witnessing tests of a non-routine nature including but not limited to ultrasonic radiographic hydrostatic or other non-destructive examination or in the case of lifting and handling Plant any proof load stability anchorage or similar test

1.2 Normal Working Hours

8:00 am to 6:00 pm Monday to Friday excluding public bank and local holidays

1.3 Competent Person

An Engineer Surveyor employed and authorised by Us to perform Inspection Service

1.4 Plant

The machinery appliances and equipment to be inspected as part of the Inspection Service

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2. Provision of Inspection Service

2.1 We shall

2.1.1 provide Inspection Service as agreed with You within Normal Working Hours

2.1.2 comply with Your safe systems of work provided such systems are notified to Us in advance of any visit

2.2 We may

2.2.1 refuse to carry out any Inspection Service if at its sole discretion to do so would pose a health safety or welfare risk

2.2.2 appoint sub-contractors to carry out all or any part of the Inspection Service

2.2.3 make a charge in addition to the fee shown in the Schedule if

2.2.3.1 You request and We agree to perform Inspection Service outside Normal Working Hours

2.2.3.2 You require additional copies of reports

2.2.3.3 You fail to prepare or make the Plant available at the date and time agreed

2.2.3.4 You require additional services or

2.2.3.5 You require the Competent Person to undertake training specific to the Your own health safety and welfare procedures.

3. Client Responsibilities

3.1 You shall

3.1.1 be responsible for the care custody and control of the Plant at all times

3.1.2 allow Us access to Your site or site of operation and Plant at such reasonable times as shall be agreed

3.1.3 provide Us with

3.1.3.1 a safe working environment on the site on which the Plant is located

3.1.3.2 a safe physical means by which to gain access to perform the Inspection Service

3.1.4 have the Plant properly prepared dismantled and reassembled as necessary in order to enable Us to carry out the appropriate Inspection Service

3.1.5 co-operate with and upon request provide Us with information and data relating to the Plant as required in order to perform the Inspection Service

4. Fees

4.1 We shall charge fees for the provision of the Inspection Service and such fees shall be subject to Value Added Tax at the appropriate rate

4.2 You shall pay the fee shown in the Schedule at the beginning of the Contract and at subsequent renewals of the Contract

4.3 If You add or delete Premises during the Contract term the fee will be adjusted

5. Term and Termination

5.1 The term of this Contract is as shown in the Schedule

5.2 Either party may terminate this Contract by giving 30 days written notice to the other party if the other commits any breach of the Contract

6. Confidentiality

6.1 Unless otherwise agreed all reports and similar material prepared by Us in connection with Inspection Service shall be released only to You or Your designated representative

6.2 We may use data gathered in connection with Inspection Service for statistical purposes

7. Limitation of Liability and Indemnification

7.1 Neither We nor any of Our employees shall be liable directly or indirectly for any loss damage or injury to property or persons resulting from any accident or defect in any Plant nor shall We be liable directly or indirectly for loss damage or injury of any kind arising from or connected in any way with any Inspection Service or documentation of any Inspection Service or from the omission of any Inspection Service or documentation of any Inspection Service whether or not such Inspection Service documentation or omission was at Your request

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7.2 Neither We nor any of Our employees makes any warranty express or implied concerning the activities described in this Contract

7.3 Notwithstanding anything else in this Contract to the contrary to the fullest extent permitted by law

7.3.1 We shall not be liable to You for any special incidental indirect consequential or exemplary damages including but not limited to loss of profits or revenue loss of use loss of opportunity loss of goodwill cost of substitute facilities goods or services cost of capital governmental and regulatory sanctions and claims of third parties for such damages

7.3.2 The total cumulative liability of Us to You whether in tort or in contract for all claims losses damages and expenses resulting in any way from this Contract shall not be greater than the total amount received by Us from You as compensation during the Contract term specified in the Schedule

7.3.3 Except in the case of death or personal injury caused by Our negligence or in other circumstances where liability may not be so limited under applicable law Our liability under or in connection with this Contract whether arising in contract tort negligence breach of statutory duty or otherwise shall not exceed the sum of £5,000,000 (five million pounds)

7.4 Upon completion of the Inspection Service or termination of this Contract the provisions relating to indemnity waivers limitations of remedies and limitations of liability including but not limited to those contained in this section shall remain in full force and effect

8. Force Majeure

8.1 We shall not be liable for any delay or the consequences of any delay if such delay is due to any cause beyond its reasonable control and shall be entitled to a reasonable extension of time for performance of the Contract

9. General

9.1 All matters relating to the validity performance or interpretation of this Section shall be Governed by the laws of England and Wales We and You hereby submit to the exclusive jurisdiction of the Courts of England and Wales

9.2 No term of this Contract is intended either expressly or by implication or other inference to purport to confer a benefit or right of action upon any third party No such third party (whether or not in existence at the date of this Contract) is named or described herein The Contracts (Rights of Third Parties) Act 1999 is expressly excluded to the fullest extent permitted by law

9.3 The provision of Inspection Service under this Contract does not relieve You of any statutory obligation to have the Plant inspected

9.4 Inspection Service will only be subcontracted to suitably qualified subcontractors with the agreement of both You and Us and We will retain responsibility for the execution of such work

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Road Risks Section

Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

Certificate of Motor Insurance

A document which is legal evidence of Your insurance and which forms part of this Policy and which must be read with this Policy

Excess

The amount shown in Your Policy or the Schedule and which We will deduct from each and every claim

Insured Vehicle

any Vehicle which is Your property or in Your custody or control in connection with Your Business as described in the Schedule Excluding

1. Vehicles used for hire or reward

   but use under a trade plate for the carriage of goods for demonstration purposes or recovery vehicles licenced under the recovery vehicle taxation class in accordance with the regulations applicable to such licences shall not be deemed to be hire or reward
2. a motor vehicle transporter or a motor vehicle transporter and trailer which can carry more than two vehicles at any one time
3. any motor vehicle carried by a motor vehicle transporter unless the vehicle which is being carried has wheels in contact with the road
4. any motor vehicle privately owned by You or any of Your directors partners or Employees or relative of Yours or hired to them under a hire purchase agreement unless the vehicle is in Your custody or control for sale repair testing servicing maintenance alteration cleaning or for inspection purposes

Cover

Your Schedule shows You what Cover you have. The different types of Cover are listed below show which Sub-Sections of this Road Risks Section apply.

1. Comprehensive
   All Sub-Sections apply
2. Third party fire and theft
   Liability to Others, Loss of or Damage to your Vehicle (except accidental or malicious damage and vandalism), Unauthorised Use, Unlicenced Drivers, Foreign Use, and No Claims Bonus.
3. Third party only
   Liability to Others, Unauthorised Use, Unlicenced Drivers, Foreign Use, and No Claims Bonus

We will provide cover anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands (or during transit by sea between any ports therein including loading or unloading) but excluding any Insured Vehicle whilst in or on

1. any Premises owned or occupied by You for Your Business
2. any other place which You are carrying on motor trade activities (other than a road or public highway within the meaning of the Road Traffic Acts)

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Liability to Others Sub-Section

Cover

We will indemnify You against all sums that You become legally liable to pay in respect of

1. death of or injury to other people
2. Damage to Property

as a result of any accident You have while You are driving using or in charge of an Insured Vehicle or while You are loading and unloading an Insured Vehicle

Other People Driving or Using Your Vehicle

In the same way You are insured We will also cover the following people

1. any person You allow to drive or use an Insured Vehicle as long as this is allowed by your current Certificate of Motor Insurance and has not been excluded by an endorsement exception or condition
2. any passenger who causes an accident while travelling in or getting into or out of the Insured Vehicle as long as You ask us in writing after the accident to indemnify the passenger

Legal Personal Representatives

After the death of anyone who is covered by this insurance We will deal with any claim made against that persons estate provided that the claim is covered by this insurance

Limits of Indemnity to Property Damage

The most We will pay for property damage is £5,000,000 for any one claim or claims arising out of one incident

The most We will pay for costs and expenses arising from property damage is £5,000,000 for any one claim or series of claims arising out of one incident

If there is a property damage claim made against more than one person covered by this insurance We will deal with any claim made against You first

Extensions to this Sub-Section

Compensation for Court Attendance

In the event of any director partner or Employee attending court as a witness at Our request in connection with any claim made against You We will provide compensation to You up to a maximum of £250 per day on which attendance is required

Contingent Liability

We will indemnify You while an Employee of Yours uses on Your Business a Vehicle not belonging to You or in Your custody or control

1. We will insure You while an Insured Vehicle is in the custody or control of Your sub-contractor
2. We will insure You while an Insured Vehicle is loaned or hired to a customer whilst the customers vehicle is in the Insureds possession for repair or servicing

We will not indemnify You

a. for any Damage to such Vehicles or
b. to cover any person driving such Vehicle

Driving Other Vehicles

We will also cover You or any business partner or director of Yours driving for social domestic and pleasure purposes a Vehicle not belonging to You or hired under a hire purchase agreement or in Your custody or control in connection with the Business

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Emergency Treatment Fees

We will pay for emergency treatment fees as required by the Road Traffic Acts as a result of an accident involving an Insured Vehicle which this insurance covers
Any payment made will not be regarded as a claim for the purposes of the No Claim Bonus Sub-Section

European Union (EU)

We will provide the minimum insurance needed by the relevant law to allow You to use an Insured Vehicle

1. in any country which is a member of the EU and
2. in any other countries which have made arrangements to meet the insurance conditions of and are approved by the Commission of the European Union

Indemnity to Principals

As far as is necessary to meet the requirements of any agreement or contract entered into by You for the performance of work We will insure the Principal at your request provided the Principal complies with the terms and conditions of this insurance in so far as they can apply

Joint liability

If this Policy is in the name of more than one person We will cover each person as if an individual
Policy has been sent to each We will cover each against the liability of the other as long as the liability or Damage is not covered by any other insurance

Legal Costs

If We first agree in writing We will pay

1. solicitor's costs if anyone We insure is represented at a coroner's inquest fatal accident inquiry or court of summary jurisdiction
2. reasonable costs for legal services to defend anyone We insure against any prosecution arising from any death and
3. all other legal costs and expenses We agree to

We will only pay these legal fees if they arise from an accident that is covered under this insurance

Loss of Use (Customers Vehicles)

We will insure You in respect of Your legal liability for loss of use where a customer is being deprived of the use of a Vehicle following Damage covered within the Loss of or Damage Sub-Section of the Road Risks Section but

1. You must have Our written consent
2. You must repair or replace the customers vehicle as soon as possible The maximum We will pay in respect of any one occurrence is £25,000

Unauthorised movement

We will insure You in respect of any accident caused by through or in connection with the movement of any Vehicle not belonging to You and not in Your custody or control provided such Vehicle is impeding the legitimate passage of your Vehicle and

1. is being moved by an Employee of Yours
2. is being moved in connection with Your Business
3. is not the Property of the Employee moving it
4. is not covered by any other insurance covering such accident damage or loss

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Exceptions to this Sub-Section

We shall not indemnify You for

1. loss of or damage to Property belonging to (or in the care of) anyone We insure and who is making a claim under this part of the insurance
2. death of or bodily injury to any person arising out of and in the course of their employment by You or by any other person claiming under this insurance This does not apply if we need to provide cover due to the requirements of relevant laws
3. death bodily injury or damage arising off the road as a result of the loading or unloading of Your Insured Vehicle by anyone apart from the driver or attendant
4. anyone who can claim for the same loss from any other insurance

Loss of or damage to Your Vehicle Sub-Section

Cover

We will indemnify You for loss or damage to an Insured Vehicle (less any Excess that applies) caused by

1. accidental or malicious damage and vandalism
2. fire lightning self-ignition and explosion or
3. theft or attempted theft or taking the Vehicle away without your permission

For a claim under this Section we may either

1. pay for the damage to be repaired
2. pay an amount of cash to replace the lost or damaged item or
3. replace the lost or damaged item

The maximum We will pay will be either

1. the replacement value of an Insured Vehicle immediately before the loss (including its accessories and spare parts) or as otherwise stated in the Schedule or
2. the cost of repairing the Vehicle

whichever is less

We will not pay the cost of any repair or replacement which improves an Insured Vehicle or accessories to a better condition than they were in before the loss or damage If this happens You must make a contribution towards the cost of repair or replacement

Sub-Section Conditions

The following conditions apply to this Sub-Section and should be read in-conjunction with the General Conditions applying to the whole Policy

Excesses

If an Excess is shown in the Schedule You have agreed to pay that amount for each incident of loss or damage

Extra excesses for young or inexperienced drivers

If an Insured Vehicle is damaged while a young or inexperienced person (including yourself) is driving You will have to pay the first part of the cost as shown below. This is on top of any other Excesses which you may have to pay

Drivers	**Amount**
Under 21 years of age	£300
Aged 21 to 24 years of age	£200

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25 years of age or over but who have a provisional driving licence or who have held a full United Kingdom or EU driving licence for less than 12 months	£200

You will not have to pay the amounts shown above if the loss or damage is caused by fire or theft

Financial interest

If an Insured Vehicle belongs to someone else or is part of a hire purchase or leasing agreement We will normally pay an amount for the total loss of the Insured Vehicle to the Vehicles legal owner

Total loss (write-off)

If the Insured Vehicle is considered to be a write-off (if the cost of repairs is greater than the market value of the Insured Vehicle) We will offer you an amount as compensation and the Insured Vehicle then becomes our property

Extensions to this Sub-Section

Accessories and audio visual or telephone equipment

Your Insured Vehicles spare parts and fitted accessories are insured in the same way as long as they are used with Your Vehicle are kept in or on Your Insured Vehicle and fall within the maximum amount we pay

Permanently-fitted audio visual and telephone equipment is also insured against loss or damage but We will only pay the market value of the equipment at the time of the loss or damage We will only pay up to £750 for items which are not the manufacturers standard fitted equipment We will not pay for loss or damage to cassettes compact or mini discs DVDs or accessories used with the audio visual or telephone equipment

Contract Sale price

If an Insured Vehicle sold by You is undelivered and for which You are responsible suffers damage insured by this Section and as a result the sale contract is cancelled by reason of its conditions Our liability will be based on the contract price for the Vehicle

Lock and Keys Replacement

We will indemnify You in respect of the cost of replacing locks entry key and transponders ignition and steering locks that can be opened or operated with the lost items to maintain security following theft of keys

The maximum We will pay for all losses occurring during any one Period of Insurance is £20,000 We will not be liable unless

1. You inform the Police of the loss as soon as it is discovered
2. There is a reasonable belief that such keys and transponders are in the possession of a person other than You the person will know the identity and location of the Insured Vehicle

New vehicles held for sale

If a new Insured Vehicle held for sale by You suffers loss or damage to the extent that it requires notification of the loss or damage to a prospective purchaser We will pay any reasonable discount to the sale price to effect a sale

We will consider such discount as forming part of a claim and the claim is subject to Us agreeing the level of discount necessary to affect the sale

The total payment We will pay will be limited to a maximum of £5,000 per claim

New vehicle replacement

If an Insured Vehicle owned or registered by You is less than one year old from the date of first registration and the cost of repairing any loss or damage (that is covered by this Policy) is more than 50% of the insured value of the Vehicle We will replace it with a new Vehicle of the same make model and specification if one is available

If one is not available We will pay You up to the market value of the Vehicle We will then own the damaged Vehicle

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Vehicles with Sub-Contractors

We will insure You in respect of loss or damage to an Insured Vehicle while temporarily in the possession of a sub-contractor We will not be liable for

1. anyone who can claim for the same loss from any other insurance
2. loss or damage to such Vehicle whilst in or on the business premises of any sub-contractor

Windscreen damage (Optional Extension only applies if stated in the Schedule)

You may claim for loss or damage to an Insured Vehicle windscreen or windows and for any bodywork scratched by broken glass from the window or windscreen.

You will only have to pay the Windscreen Excess shown in Your Schedule for each claim for a replacement of a windscreen or window. There is no limit on the cost of the windscreen or window, however such costs should only be those costs reasonably incurred.

No Excess will apply if the windscreen or window can be repaired instead of replaced.

This benefit does not apply to damaged sunroofs, roof panels, lights or reflectors whether glass or plastic.

Any payment by Us will not be regarded as a claim for the purposes of the No Claims Bonus sub-section.

Exceptions to this Sub-Section

We shall not indemnify You for

1. the amount of any Excess shown in the Schedule
2. an amount as compensation for You not being able to use an Insured Vehicle (including the cost of hiring another vehicle)
3. wear and tear
4. failures breakdowns or breakages of mechanical electrical electronic or computer equipment
5. the Insured Vehicles value reducing including loss of value as a result of damage whether repaired or not (other than as provided for in the Extensions to this Sub-Section)
6. repairs or replacements which improve the condition of an Insured Vehicle
7. damage to tyres unless caused by an accident to an Insured Vehicle
8. damage due to liquid freezing in the cooling system unless You have taken reasonable precautions as laid down by the Vehicle manufacturers instructions
9. loss of or damage to accessories unless they are permanently attached to an Insured Vehicle
10. any amount over the last known list price of any part or accessory plus the reasonable cost of fitting the part or accessory if the Vehicle manufacturer or its agent cannot supply it from stock held in Great Britain and Northern Ireland
11. loss of or damage to an Insured Vehicle by someone who obtained it by fraud or deception
12. loss resulting from repossessing an Insured Vehicle and returning it to its rightful owner
13. loss of or damage to an Insured Vehicle or its contents by theft, attempted theft or an unauthorised person taking and driving it if
    a. it has been left unlocked
    b. it has been left with the keys in it
    c. it has been left with the windows roof panel or the roof of a convertible Vehicle open or
    d. reasonable precautions have not been taken to protect it

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Unauthorised Use Sub-Section

We will indemnify You if an Employee of Yours uses an Insured Vehicle without authority but We will not be liable to cover your Employee

Unlicenced Drivers Sub-Section

We will indemnify an unlicenced driver when a licence is not required by law provided the driver is old enough to have obtained a licence to drive the Vehicle had one been required by law

Foreign Use Sub-Section

In respect of Foreign Use the cover shown on the Schedule will apply to any member country of the European Union Andorra Croatia Norway and Switzerland (including Liechtenstein)

In respect of any other Countries other than shown above You should contact Us and if We agree to provide cover We may require an additional premium

If cover is provided the following benefits apply

This insurance is extended to apply to claims occurring

1. in any country which We have agreed to provide cover for and
2. while an Insured Vehicle is being transported (including loading and unloading) between ports in countries where you have cover as long as the Vehicle is being transported by rail or a recognised sea route of not more than 65 hours

Customs duty and other charges

If an Insured Vehicle suffers any loss or damage covered by this insurance and the Vehicle is in any country which we have agreed to provide cover for We will do the following

1. refund any customs duty You have to pay after temporarily importing an Insured Vehicle into any of the countries where you have cover
2. if an Insured Vehicle cannot be driven because of any loss or damage We will pay the reasonable cost of delivering the Vehicle to You at Your address after the repairs have been made
3. refund any general average contributions salvage charges and sue and labour charges incurred during transit of an Insured Vehicle

Foreign Representatives

In the event of a claim abroad you can contact the Arch claims line on +44 2392 205 471, the claims department will then instruct our specialist foreign claims handlers who will assist you with all aspects of your claim.

No Claims Bonus Sub-Section

If no claim is made on under this Section we will allow a reduction when you renew it according to our current scale of no claim bonus

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Exceptions applicable to the Road Risks Section

The following exceptions apply to this Section and should be read in conjunction with the General Exceptions at the start of the Policy

We will not indemnify You for

1. any liability loss or damage whilst an Insured Vehicle is
    a. being used other than in accordance with the Limitations as to Use described in the Certificate of Motor Insurance or is being driven by or for the purpose of being driven in the charge of any person other than an authorised person described in the Certificate of Motor Insurance
    b. being driven by anyone (including You) who
        i. You know is disqualified from driving
        ii. has never held a licence to drive the vehicle or is prevented by law from having a licence (unless they do not need a licence by law)
    c. used in or on restricted areas of airports or airfields

    We will not pay for any claim concerning an aircraft within the boundary of the airport or airfield or
    d. used to carry any load which is more than it was constructed to carry and more than the specified maximum capacity
2. any liability loss or damage that is also covered by any other insurance
3. any liability loss or damage that occurs outside Great Britain or Northern Ireland other than where We have agreed to provide cover - See Foreign Use Sub-Section
4. any liability You have accepted under an agreement or contract unless You would have had that liability anyway
5. direct or indirect loss damage or liability caused by or contributed to or arising from
    a. earthquake
    b. carrying any dangerous substances or goods which you need a licence from the relevant authority for (except where we need to provide cover to meet the minimum insurance required by the relevant law)
6. any proceedings brought against You or judgment passed in any court outside Great Britain or Northern Ireland unless the proceedings or judgment arises out of an Insured Vehicle being used in a foreign country which We have agreed to extend this insurance to cover
7. any liability (except where We need to provide the minimum level of cover needed by law) for claims for death injury illness loss or damage to property arising directly or indirectly from pollution or contamination

    This exception
    a. relates to contamination or pollution caused directly or indirectly by the discharge or leaking of any substance liquid vapour or gas and
    b. includes contamination or pollution of any building or other structure water land or the air

    We will not pay for claims arising directly or indirectly from contamination or pollution where it is caused by any substance liquid vapour or gas being deliberately discharged or leaks caused by the failure to maintain or repair Your Vehicle or any part of it
8. any loss liability or damage as a result of any Vehicle belonging to You or in Your custody or control being used for racing, pace making, or used in any contest, reliability or speed trial irrespective of whether this takes place on any racetrack or circuit.

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Conditions applicable to the Road Risks Section

1. You must take all reasonable steps to protect Your Vehicle from loss or damage and to maintain it in an efficient and roadworthy condition You must let Us examine Your Vehicle at any reasonable time
2. You must supply the details of all relevant Vehicles to the Motor Insurance Database to satisfy the requirements of the relevant law applicable to England Wales Scotland and Northern Ireland - Refer to Important Notice at the end of this document for full details regarding the Motor Insurance Database
3. If there are a number of claims for property damage arising out of any one cause We may at any time pay You up to the maximum amount payable under Liability to Others Sub-Section (We will deduct from this amount any sums already paid as compensation)

   On paying this amount We will withdraw from any further action connected with the settlement of these claims We will pay any legal costs and expenses incurred with Our consent up to the time We withdraw from dealing with the claims
4. If under the law of any Country which this insurance covers You in We must settle a claim which We would not otherwise have paid We may recover this amount from You or from the person who made the claim
5. You must tell us as soon as possible about any changes which affect Your insurance and which have occurred since the insurance started or since the last renewal date If You are not sure whether certain facts are relevant please ask your insurance agent. If you don’t tell us about relevant changes your insurance may not cover You fully or at all

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IMPORTANT NOTICE - MOTOR INSURANCE DATABASE (MID)

Uninsured drivers currently cost UK motorists over £400 million per year. This means every time you pay your insurance premium a portion of this amount goes to pay for these illegal road users. To tackle this problem the Motor Insurance Database (MID) was established.

The Police make approximately 2 million enquiries per month on the MID to check if vehicles have insurance and as a result of this seized nearly 140,000 uninsured vehicles a year.

By making sure your motor trade vehicles are correctly added to the MID when they go on cover, and are then removed when they come off cover, you are helping the Police to concentrate on those vehicles that are actually uninsured. You may also save your drivers the inconvenience and potential embarrassment of being stopped by the Police, as well as the costs associated with recovering vehicles that have been seized.

From 2011 the DVLA have more power under the law to penalise the registered keepers of vehicles that are not insured. As part of this Continuous Insurance Enforcement (CIE) policy the DVLA will compare its records with details of all vehicles currently on cover that are held on the MID. It is therefore important that your vehicle details have been added to the MID.

What this means in Practice

We will supply details of Your policy such as policyholder name address policy number and inception and expiry date to the MID

The regulations place a direct obligation on You to load Your Vehicle details at inception and update the MID immediately for any Vehicle acquisition or disposal

Which vehicles should You add on the MID

- All permanent Vehicles insured on Your motor trade policy which are Your property
- Trade Plates
- Temporary Vehicles

You do not need to add stock Vehicles on the MID

You will need to submit the Vehicle information direct to the MID online at the MID website

https://identity.mib.org.uk/user/login.

- You will need a security code to access the website and load and update Your Vehicles;
- Please call the Arch MID helpline on **0808 234 4265** (freephone) to obtain this code.
- For non-urgent assistance you can email **midhelpdesk@archinsurance.com**

It is important that Your Vehicle details are up to date on the MID or Your Vehicle may be seized by the Police

Please be aware that if You refuse or fail to maintain or supply the information You will be guilty of an offence and shall be liable on conviction of a fine up to £5,000

Additional information

Additional information can be obtained on the MID from the following website www.mib.org.uk

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Motor Legal Protection Section

ARAG Legal Expenses Insurance Company Limited (ARAG) is the underwriter and provides the insurance for this Section. The general conditions and general exceptions apply to this Section.

Keep this document in a safe place as You will need to refer to it if You need to make a claim.

If an Insured Person is involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident.

Motor legal protection is designed to help an Insured Person if a motor accident was not their fault and they have suffered an injury, need a replacement hire vehicle, or incurred other losses which are not covered under Your Motor Trade Policy. It also provides defence against motoring prosecutions and assistance with contractual disputes relating to the Insured Vehicle.

Hire assist provides a vehicle for up to 14 days if Your vehicle is stolen or is undriveable following theft, attempted theft, fire or vandalism, storm or flood, or is declared a total loss under Your Motor Trade Policy following an accident.

Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section. They should also be read in conjunction with the general definitions of the Motor Trade Policy. If there is a conflict between a definition in this Section and a definition elsewhere in this Policy, the definition in this Section will apply.

Appointed Representative – The Preferred Law Firm, law firm or other suitably qualified person We will appoint to act on an Insured Person's behalf.

ARAG Standard Terms of Appointment – The terms and conditions (including the amount We will pay to an Appointed Representative) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as an Appointed Representative, the amount is currently £100 per hour. This amount may vary from time to time.

Costs and Expenses

a. All reasonable, proportionate and necessary costs chargeable by the Appointed Representative and agreed by Us in accordance with the ARAG Standard Terms of Appointment.

b. The costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them or pays them with Our agreement.

Countries Covered

a. For insured incidents 1 Uninsured loss recovery and personal injury, 2 Motor prosecution defence and 3 Motor contract disputes: The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

b. For insured incidents 4 Replacement hire vehicle and 5 Hire assist, England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.

Date of Occurrence

a. For civil cases and insured incident 5 Hire assist, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date You first became aware of it).

b. For motoring offences, the date of the motor offence an Insured Person is alleged to have committed. If there is more than one offence arising at different times, the Date of Occurrence is the date an Insured Person began or is alleged to have begun, to break the law.

Insured Person – You and any passenger or driver who is in or on the Insured Vehicle with Your permission. Anyone claiming under this Section must have Your agreement to claim.

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Insured Vehicle – The motor vehicle(s) covered by the Motor Trade Policy to which this Section attaches. It also includes any caravan or trailer attached to the vehicle(s).

Motor Claims Centre – This centre carries out recovery hire and repair services and deals with the administration of an Insured Person's claim.

Preferred Law Firm – A law firm or barristers' chambers We choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with an Insured Person's claim and must comply with Our agreed service standard levels which We audit regularly. They are appointed according to the ARAG Standard Terms of Appointment.

Reasonable Prospects – The prospects that an Insured Person will recover losses or damages, make a successful defence, or make a successful appeal or defence of an appeal, must be at least 51%. We, or a Preferred Law Firm on Our behalf, will assess whether there are Reasonable Prospects.

Uninsured Losses – Losses which an Insured Person has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the Motor Trade Policy to which this Section attaches.

Vehicle Hire Costs

a. For insured incident 4 Replacement hire vehicle, the cost of hiring a comparable replacement vehicle for a period or periods We agree to.

b. For insured incident 5 Hire assist, the cost of hiring a small commercial van (such as a Ford Connect or similar) for up to 14 days.

c. For both (a) and (b) above, the cost includes motor insurance for the vehicle.

How We can help

If an Insured Person is involved in an accident which was not their fault, We will help them recover their Uninsured Losses from the person who caused the accident, either through Our Motor Claims Centre or by appointing a lawyer. Uninsured Losses could include the cost of repairing or replacing the Insured Vehicle, Your Motor Trade Policy excess, compensation following injury, or other out-of-pocket expenses.

If the accident was entirely the other person's fault and the Insured Vehicle cannot be driven, We can arrange to supply You with a comparable replacement hire vehicle under insured incident 4 Replacement hire vehicle, until the Insured Vehicle can be repaired.

We will do so only if You meet the hire company's terms and conditions of hire. For Us to provide a replacement hire vehicle, the driver at fault must have valid motor insurance and be identified or traced. This service is available in England and Wales, on the mainland of Scotland and Northern Ireland, and the Isle of Man, Jersey and Guernsey.

Please note there may sometimes be circumstances, such as local unavailability, in which We are unable to provide a comparable replacement vehicle. In such cases, We will try to provide an alternative replacement vehicle. If this is not possible, We will still seek to recover Your Uninsured Losses for the loss of use of the Insured Vehicle.

Where the driver at fault is uninsured or cannot be traced, We will assist You in making a claim to the Motor Insurers' Bureau.

We can also defend an Insured Person against motoring prosecutions and assist You in contract disputes related to the Insured vehicle.

Hire assist provides a small commercial van for up to 14 days if the Insured Vehicle is stolen and not recovered or is undriveable following theft, an attempted theft, fire or vandalism, or is declared a total loss by Your insurer following an accident.

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When You need to make a claim

Phone us on **02920 857238** quoting reference **TSO/6954499** as soon as possible after an Insured Person is involved in an accident or if You need a hire vehicle because Your vehicle has been stolen and not recovered, left undriveable following theft, an attempted theft, fire, storm, flood or vandalism, or has been written off following an accident, to speak to one of Our dedicated customer claims handlers. If You are calling from outside of the UK please phone us on 02920 857238. If an Insured Person is faced with a motoring prosecution or You have a motor contract dispute please phone Us on **02920 857238**.

ARAG's claims handlers can answer any questions You may have when they receive Your claim.
Alternatively, You can visit http://claims.araginsurance.co.uk/

If You need any other help from Us

If You wish to speak to Our legal teams about a commercial legal problem, please phone us on **0370 755 3111**. We will ask You about Your legal issue and if necessary call You back to give You legal advice.

Please do not ask for help from a lawyer or hire a vehicle before We have agreed. If You do, We will not pay the costs involved, even if We accept the claim.

Our agreement

We agree to provide the insurance described in this Section in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this Policy, provided that:

(a) Reasonable Prospects (other than in respect of insured incidents 2 Motor prosecution defence and 5 Hire assist) exist for the duration of the claim.

(b) The Date of Occurrence of the insured incident is during the Period of Insurance; or

(c) The Date of Occurrence of the insured incident is during the currency of a previous equivalent legal expenses insurance policy, provided that:

  (i) The previous legal expenses insurance policy required You to report claims during its currency

  (ii) You could not have notified a claim previously as You could not have reasonably been aware of the insured incident

  (iii) Cover has been continuously maintained in force

  (iv) Any claim that should have been covered under a previously operative legal expenses insurance policy will not be covered by Us, and

  (v) The available limit of indemnity shall be limited to the lesser of the sums payable under this or Your previous policy

(d) Any legal proceedings will be dealt with by a court or other body which We agree to within the Countries Covered.

(e) The insured incident happens within the Countries Covered and for insured incidents 4 Replacement hire vehicle and 5 Hire assist, the hire vehicle is required within the Countries Covered,

What We will pay

We will pay an Appointed Representative on behalf of an Insured Person, Costs and Expenses incurred following an insured incident provided that:

(a) The most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £250,000.

(b) The most We will pay in Costs and Expenses is no more than the amount We would have paid to a Preferred Law Firm. The amount We will pay a law firm (where acting as an Appointed Representative) is currently £100 per hour. The amount may vary from time to time.

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(c) In respect of an appeal or the defence of an appeal, the Insured Person must tell Us within the time limits allowed that they want to appeal. Before We pay the Costs and Expenses for appeals, We must agree that Reasonable Prospects exist, and for insured incident 2 Motor prosecution defence, We must have defended the original motoring prosecution.

(d) Where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most We will pay in Costs and Expenses is the value of the likely award.

What We will not pay

(a) In the event of a claim, if an Insured Person decides not to use the services of a Preferred Law Firm, they will be responsible for any costs that fall outside the ARAG Standard Terms of Appointment and these will not be paid by Us.

(b) The first £250 of any motor contract dispute claim. If You are using a Preferred Law Firm, You will be asked to pay this within 21 days of Your claim having been assessed as having Reasonable Prospects. If You are using Your own law firm, this will be within 21 days of their appointment (following confirmation Your claim has Reasonable Prospects). If You do not pay this amount, the cover for Your claim could be withdrawn.

Insured incidents

1. Uninsured loss recovery and personal injury

What is covered:

Costs and Expenses incurred to recover Uninsured Losses after an event which causes:

(a) Damage to the Insured Vehicle or to any property belonging to an Insured Person in or on the vehicle; and/or

(b) Death or bodily injury to an Insured Person whilst travelling in or on the Insured Vehicle.

2. Motor prosecution defence

What is covered:

(a) Costs and Expenses incurred to defend an Insured Person's legal rights if they are prosecuted for a motoring offence in connection with the use or ownership of the Insured Vehicle, which the Insured Person has notified Us of within 10 days of receiving a written Notice of Intended Prosecution, or as soon as reasonably possible if the Insured Person is notified of a prosecution any other way.

(b) Costs and Expenses to represent an Insured Person at a hearing following an event which results in the relevant licensing authority revoking, suspending, or altering the terms of, or refusing to renew an Insured Person's Goods Vehicle Operator's licence, Passenger Carrying Vehicle, Hackney Carriage, Private Hire Car or Taxi licence.

What is not covered:

Parking or obstruction offences, insurance offences or challenging a fixed penalty notice.

3. Motor contract disputes

What is covered:

Costs and Expenses incurred in respect of a dispute arising from an agreement or an alleged agreement which You have entered into in a personal capacity for the:

(a) Buying, selling, hiring or insurance of the Insured Vehicle or its spare parts or accessories

(b) Service, repair or testing of the Insured Vehicle.

(c) The carriage of goods or passengers by the Insured Vehicle.

Provided that:

(a) You must have entered into the agreement or alleged agreement during the Period of Insurance.

(b) The amount in dispute must be more than £500 (including VAT).

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(c) If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (including VAT).
(d) If the dispute relates to money owed to You, a claim under the Section must be made within 90 days of the money becoming due and payable.

What is not covered:

(a) The settlement payable under an insurance policy (We will cover a dispute if Your insurer refuses Your claim, but not for a dispute over the amount of the claim).
(b) You are responsible for the first £250 of each and every claim. If You are using a Preferred Law Firm, You will be asked to pay this within 21 days of Your claim having been assessed as having Reasonable Prospects. If You are using Your own law firm, this will be within 21 days of their appointment (following confirmation Your claim has Reasonable Prospects). If You do not pay this amount, the cover for Your claim could be withdrawn.

4. Replacement hire vehicle

What is covered:

We will make the arrangements for vehicle hire for You within the Countries Covered and We will pay Your Vehicle Hire Costs following an accident involving the Insured Vehicle and another vehicle, as long as:

(a) The Insured Vehicle cannot be driven, and
(b) The accident was entirely the other person's fault.

Provided that:

(a) You must agree to Us trying to recover any Vehicle Hire Costs in Your name, and any costs recovered must be paid to Us.
(b) We will choose the vehicle hire company and the type of vehicle to be hired.
(c) We will decide how long a vehicle can be hired for.
(d) You must tell Us as soon as the Insured Vehicle becomes available for You to drive again.
(e) An Insured Person must meet the age and licensing rules of the vehicle hire company We choose and must follow any terms and conditions of hire.

What is not covered:

(a) Vehicle Hire Costs if You are claiming against a person who does not have valid motor insurance or cannot be identified or traced; or
(b) Vehicle Hire Costs when You make your Own arrangements for vehicle hire after an insured incident.

Please note there may sometimes be circumstances, such as local unavailability, in which We are unable to provide a comparable replacement vehicle. In such cases, We will try to provide an alternative replacement vehicle. If this is not possible, We will still seek to recover Your Uninsured Losses for the loss of use of the Insured Vehicle.

5. Hire assist

What is covered:

We will make the arrangements for vehicle hire for an Insured Person within the Countries Covered and We will pay Vehicle Hire Costs for a single continuous period up to 14 days or until an Insured Person can drive the Insured Vehicle again, if this is sooner, if the Insured Vehicle is:

(a) Stolen and not found; or
(b) Undriveable following a theft, attempted theft, fire, storm, flood or vandalism; or
(c) Declared a total loss by Your motor insurer following an accident.

Provided that:

(a) If the incident is covered by Your motor insurance, You must have reported it to Your motor insurer. If this is the case, You must provide us with confirmation from Your motor insurer that they have accepted Your claim under their policy.
(b) If Your vehicle has been declared a total loss by Your motor insurer, You must provide Us with evidence of this, (either written notification from Your motor insurer or a copy of an engineer's report).

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(c) If a criminal act has been committed, You must have reported the incident to the Police and You must provide Us with the crime reference number.
(d) You must tell Us as soon as the Insured Vehicle becomes available for You to drive again.
(e) You must agree to Us trying to recover any Vehicle Hire Costs in Your name where possible and any costs recovered must be paid to Us.
(f) We will choose the vehicle hire company and the vehicle hired, which will be a small commercial van.
(g) An Insured Person must meet the age and licensing rules of the vehicle hire company We choose and must follow any terms and conditions of hire.
(h) We can take details of an Insured Person's claim at any time, but can only deliver a hire vehicle between 8am-6pm Monday to Friday and 8am-12pm Saturday (excluding public and bank holidays).
(i) If an excess is applied by the vehicle hire company, You will be responsible for paying this excess if the hire vehicle is damaged during the hire period. You can avoid paying the excess if You pay the vehicle hire company an insurance premium. The premium will depend on how long You keep the vehicle. You will be told whether an excess will apply along with the amount of the excess and insurance premium before You agree to hire the vehicle.
(j) If You need a particular vehicle, You can talk to the hire company about this. We will pay Our standard Vehicle Hire Costs rate to the hire company and You will be responsible for paying the extra costs.
(k) We will not be responsible for providing a vehicle with customised or bespoke modifications that match the specification of the Insured Vehicle.

What is not covered:
Any claim that arises from an Insured Person's use of drink or drugs.

Section exceptions

We will not pay for the following:

1. Late reported claims

A claim where the Insured Person has failed to notify Us of the insured incident within a reasonable time of it happening and where this failure adversely affects the Reasonable Prospects of a claim or We consider our position has been prejudiced.

2. Costs we have not agreed

Costs and Expenses or Vehicle Hire Costs incurred before Our acceptance of a claim. For insured incident 4 Replacement hire vehicle, if We agree to pay Vehicle Hire Costs but subsequently it is established that the accident resulting in the claim was not entirely the other person's fault, We will not pay any further Vehicle Hire Costs. However, We will not seek to recover any costs from You that We have already paid provided the accident details You have supplied are true and complete.

3. Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders an Insured Person to pay.

4. Legal action we have not agreed

Any legal action an Insured Person takes that We or the Appointed Representative have not agreed to, or where an Insured Person does anything that hinders Us or the Appointed Representative.

5. Uninsured drivers

The Insured Vehicle being used by anyone, with Your permission, who does not have valid motor insurance.

6. A dispute with ARAG

A dispute with Us not otherwise dealt with under Endorsement condition 8 Arbitration.

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7. Judicial review

Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

8. Litigant in person

Any claim where an Insured Person is not represented by a law firm or barrister.

Section conditions

1. An insured person's legal representation

(a) On receiving a claim, if legal representation is necessary, We will appoint a Preferred Law Firm as an Insured Person's Appointed Representative to deal with their claim. They will try to settle the Insured Person's claim by negotiation without having to go to court.
(b) If the appointed Preferred Law Firm cannot negotiate settlement of the Insured Person's claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the Insured Person may choose a law firm to act as the Appointed Representative.
(c) If the Insured Person chooses a law firm as their Appointed Representative who is not a Preferred Law Firm, We will give the Insured Person's choice of law firm the opportunity to act on the same terms as a Preferred Law Firm. However if they refuse to act on this basis, the most We will pay is the amount We would have paid if they had agreed to the ARAG Standard Terms of Appointment. The amount We will pay a law firm (where acting as the Appointed Representative) is currently £100 per hour. This amount may vary from time to time.
(d) The Appointed Representative must co-operate with Us at all times and must keep Us up to date with the progress of the claim.

2. An insured person's responsibilities

(a) An Insured Person must co-operate fully with Us and the Appointed Representative.
(b) An Insured Person must give the Appointed Representative any instructions that We ask them to.

3. Offers to settle a claim

(a) An Insured Person must tell Us if anyone offers to settle a claim. An Insured Person must not negotiate or agree to a settlement without Our written consent.
(b) If an Insured Person does not accept a reasonable offer to settle a claim, We may refuse to pay further Costs and Expenses.
(c) We may decide to pay the Insured Person the reasonable value of their claim, instead of starting or continuing legal action. In these circumstances the Insured Person must allow Us to take over and pursue or settle any claim in their name. The Insured Person must allow Us to pursue at Our own expense and for Our own benefit, any claim for compensation against any other person and the Insured Person must give Us all the information and help We need to do so.

4. Assessing and recovering costs

(a) An Insured Person must instruct the Appointed Representative to have Costs and Expenses taxed, assessed or audited if We ask for this.
(b) An Insured Person must take every step to recover Costs and Expenses that We have to pay and must pay Us any amounts that are recovered.

5. Cancelling an appointed representative's appointment

If the Appointed Representative refuses to continue acting for an Insured Person with good reason, or if the Insured Person dismisses the Appointed Representative without good reason, the cover We provide will end immediately, unless We agree to appoint another Appointed Representative.

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6. Withdrawing cover

If an Insured Person settles or withdraws a claim without Our agreement, or does not give suitable instructions to the Appointed Representative, We can withdraw cover and will be entitled to reclaim from the Insured Person any Costs and Expenses We have paid.

7. Expert opinion

We may require the Insured Person to get, at their own expense, an opinion from an expert that We consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by Us and the cost agreed in writing between You and Us. Subject to this, We will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that an Insured Person will recover damages (or obtain any other legal remedy that We have agreed to) or make a successful defence.

8. Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through Our internal complaints procedure, the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, We will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

9. Keeping to the policy terms

An Insured Person must:

(a) Keep to the terms and conditions of this policy
(b) Take reasonable steps to avoid and prevent claims
(c) Take reasonable steps to avoid incurring unnecessary costs
(d) Send everything We ask for, in writing, and
(e) Report to Us full and factual details of any claim as soon as possible and give Us any information We need.

Arch UK Regional Division

Arch Insurance (UK) Limited, 4th Floor, 10 Fenchurch Avenue, London EC3M 5BN – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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