



Motor Trade Combined (excluding Road Risks) Insurance Policy

**Arranged by: Road Runner a trading name of Howden UK Brokers
Limited**

Motor Trade – Combined (excluding Road Risks) Insurance Policy

Welcome

Below are listed the Sections of this **policy**. Your **schedule** will indicate which Sections you are insured against and when read in conjunction with this **policy** will provide you with precise details of your insurance protection.

Welcome to **your** Road Runner Motor Trade Combined (excluding Road Risks) insurance **policy** underwritten by AXA Insurance UK plc and thank you for choosing **us**.

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the FCA's register by visiting the FCA's website at www.fca.org.uk/register or by contacting them on 0800 111 6768

Section	Page No.
Welcome	2
Your policy	3
Policy Definitions	4
Section 1 Property	8
Section 2 Business Interruption	15
Section 3A Money	18
Section 3B Personal Accident (Assault)	20
Section 4 Employers Liability	21
Section 5 Public Liability	23
Section 6 Terrorism	27
Policy Conditions – applicable to all sections of your policy	29
Policy Exceptions – applicable to all sections of your policy	33
How to make a claim	35
Complaints procedure	36

This **policy** is underwritten by AXA Insurance UK plc

Your policy

The **policy** wording **statement of fact schedule** and any **endorsements** must be read together.

Your policy is renewable provided that **you** have accepted **our** renewal terms and paid the premium for any subsequent **period of insurance**. A new **statement of fact** and **schedule** will be issued for each **period of insurance** showing any changes to **your** cover.

Your policy is divided into a number of sections. Where a section does not apply **your schedule** will state that it is 'Not insured' and this section will not be included within the **policy**.

Throughout **your policy we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold print.

Headings have been used for **your** guidance to help **you** understand the cover provided. The headings do not form part of the contract.

Under the heading 'What is covered' **we** give information on the insurance provided. Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**. All sections of cover should be read in conjunction with the Policy Conditions and Policy Exclusions which apply to all sections of **your policy**.

The law that applies to this policy

The **policyholder** and **insurers** are free to choose the law which applies to this **policy**. As **we** are based in England **we** propose to apply the law of England and Wales and by purchasing this **policy** you have agreed to this.

Policy Definitions

The words defined below will have the same meaning wherever they appear in the **policy** in bold print and their meaning is not varied by a definition in a particular Section.

Alarm company	The company which installed the intruder alarm or as agreed with the insurers is responsible for maintaining and servicing the intruder alarm
All other contents	Includes the following insofar as they are not otherwise or more specifically insured a) money and stamps for an amount not exceeding £500 and National Insurance Stamps b) documents manuscripts business books patterns models moulds plans and designs and computer systems records but only for the cost of materials clerical labour and computer time needed reproducing any records excluding any amount in excess of £10,000 for any one loss subject to a maximum of £25,000 during any one period of insurance for computer system records
Asbestos	Crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those materials
Asbestos dust	Fibres or particles of asbestos
Asbestos containing materials	Any material containing asbestos or asbestos dust
Buildings	Buildings situated at the premises including: a) landlord's fixtures and fittings therein and thereon b) foundations c) canopies walls gates and fences around and pertaining thereto d) outbuildings annexes extensions adjoining or communicating therewith including paved concrete or asphalt forecourts but only to the extent of the policyholder's responsibility and excluding property more specifically insured
Business	The occupation stated in the schedule and to the extent that they are conducted at or from the premises including the provision of catering social sport and welfare facilities for employees fire first-aid and ambulance services and private work undertaken with the consent of the policyholder by an employee for a director partner or employee of the policyholder and the ownership and upkeep of the premises and any facilities operated primarily for fire prevention, safety or security at the premises
Computer equipment	Personal computers keyboards VDUs and printers dedicated word processing equipment multi-user small business computers facsimile machines photo copiers and telecommunication equipment
Customers vehicle(s)	A motor vehicle belonging to a customer of the policyholder temporarily in the custody or control of the policyholder for repair servicing or maintenance at the policyholder's premises .
Damage	Loss destruction or damage
Data	Information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware
Denial of Service Attack	Any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems Denial of service attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

Employee(s)	<p>a) any person under a contract of service or apprenticeship with the policyholder</p> <p>b) anyone who is</p> <p style="padding-left: 40px;">i) any working partner or director</p> <p style="padding-left: 40px;">ii) any person supplied to or hired or borrowed by the policyholder</p> <p style="padding-left: 40px;">iii) any voluntary helper or work experience student or youth training scheme participant</p> <p style="padding-left: 40px;">iv) any self employed person or person employed by the policyholder</p> <p>and under your control or supervision</p> <p>whilst engaged in the course of the business within the territorial limits</p>
Endorsement	An amendment to the policy
Failure of a system	The complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a system whether or not owned by the policyholder to operate at any time as desired as specified or as required in the circumstances of the policyholder's business activities
Forecourt facilities	Any fuel installation oil pump tank cabinet air or water tower vehicle washing installation or vending machine (but not the contents of any of these items) in or on the premises
General contents	Business equipment fixtures fittings furniture machinery external blinds signs forecourt facilities and all other contents (including personal effects or tools belonging to the policyholder or any director partner customer or employee of the policyholder) in or on the premises described the property of the policyholder or held by him in trust and for which he is responsible excluding <p>a) landlord's fixtures and fittings</p> <p>b) stock</p> <p>c) property more specifically insured</p>
Hacking	Unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether the property of the policyholder or not
Incident limit	The maximum amount the insurers will pay in the aggregate under this policy and any other policy of Personal Accident Insurance issued by the insurers in the policyholders name in respect of all losses arising out of one and the same incident
Injury	<p>Bodily injury death illness and disease</p> <p>Note: In respect of Section 5 - Public Liability this definition is amended to read</p> <p>Bodily injury death illness and disease wrongful arrest or false imprisonment</p>
Insurers	AXA Insurance UK plc
Intruder alarm	The components including the means of communication used to transmit signals to the alarm-receiving centre
Key holder	The policyholder or any responsible person or keyholding company authorised by the policyholder who is available at all times to accept notification of faults or alarm signals relating to the intruder alarm attend and allow access to the premises
Microchip	A unit of package computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers
Money	Cash Bank notes Cheques Girocheques Bankers' Drafts Money Orders Postal Orders Bills of Exchange unused Postage Stamps National Insurance Stamps National Savings Stamps and Certificates Holidays with Pay Stamps Credit Company Sales Vouchers VAT Purchase invoices Customer Redemption Vouchers and unused units in franking machines Trading Stamps and Luncheon Vouchers

Period of insurance	The duration of the policy shown in the schedule
Phishing	Any access or attempted access to data or information made by means of misrepresentation or deception
Policy	The document consisting of this booklet statement of fact schedule and any endorsement attached or issued
Policyholder	Any person partnership or company registered in Great Britain Northern Ireland the Isle of Man or the Channel Islands and described in the schedule
Pollution or contamination	a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and b) all injury damage or financial loss directly or indirectly caused by such pollution or contamination
Premises	The buildings or land situated at the address or addresses shown in the schedule and occupied by the policyholder for the purpose of the business
Products	Goods (including containers and packaging) not in the custody or control of the policyholder sold or supplied by the policyholder in connection with the business from any premises within the territorial limits and any error in connection with the sale supply or presentation of such goods
Property	Material property (excluding vehicles but shall not include data)
Repair servicing or maintenance	Includes: a) the pre-delivery check of new vehicles as required by the manufacturers and the fitting of additional accessories to such new vehicles b) the examination of vehicles in accordance with the Motor Vehicles (Tests) Regulations
Schedule	The document which describes any details specific to the policyholder
Statement of fact	The document setting out information provided by the policyholder or representative as being relevant to the cover applied for and assumptions the insurers have made about factual circumstances relevant to the cover and which are confirmed by the policyholder as true and correct
Stock	Stock and materials in trade excluding vehicles the property of or held in trust or on commission by the policyholder and for which the policyholder is responsible and excluding property more specifically insured
Stock of vehicles	Stock of vehicles in or on the premises or on land belonging to or in the custody or control of the policyholder including the private residence of the policyholder or any director partner or employee of the policyholder or at any other place at which the policyholder is engaged in the course of the business not being premises belonging to or in the custody or control of the policyholder
System	Includes computers other computing and electronic equipment linked to computer hardware electronic data processing equipment microchips and anything which relies on a microchip for any part of its operation and includes for the avoidance of doubt any computer installation
Territorial limits	Great Britain, Northern Ireland the Isle of Man or the Channel Islands and anywhere in the world in respect of injury to or the acts or omissions of persons normally resident in Great Britain Northern Ireland the Isle of Man or the Channel Islands but temporarily engaged in the business outside such territories or injury or damage caused by products
Terrorism	For England Scotland and Wales: Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's Government in the United Kingdom or any other government de jure or de facto

For Northern Ireland or any other territory: An act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisations(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

For the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto

Vehicle(s)

- a) any motor vehicle trailer or agricultural implement belonging to or hired to or leased to the **policyholder** or in the custody or control of the **policyholder** in the course of the **business** or in the custody or control of any sub-contractor of the **policyholder** not being
 - i) a steam-driven vehicle
 - ii) a goods carrying vehicle while being used for hire or reward (other than for demonstration tuition or driving tests) unless such has been notified to the **insurers** and accepted by them
 - iii) a vehicle transporter and trailer capable of carrying more than two vehicles
- b) any vehicle (mechanically propelled or otherwise) attached to a motor vehicle for the purposes of being towed or on a motor vehicle or trailer described in paragraph a) above including accessories or spare parts thereon relating to such vehicles

Virus or Similar Mechanism

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 meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bomb

Section 1 – Property

This Section is only operative if shown as such in the **schedule**

A) What is covered

The **property forecourt facilities** and any **vehicle** described in the **schedule** belonging to or in the custody or control of the **policyholder** or for which the **policyholder** is legally responsible are covered against **damage** at the **premises** and in respect of fixed external glass at the **premises** the cost of necessary boarding up pending replacement following **damage** covered by this Section

B) Additional Cover

Stock in transit

Damage to stock (other than the Excluded property below) while in or on or being loaded onto or unloaded from any motor vehicle (other than a trailer) within the **territorial limits** and owned by or operated under the direct control of the **policyholder** subject to the Limit shown in the **schedule**

Excluded property

- a) livestock furs car telephones watches jewellery gold and silver articles precious metals and stones non-ferrous metals cash stamps bank notes bills of exchange securities deeds documents manuscripts or plans
- b) china glass earthenware pictures or scientific instruments unless **damage** is caused by fire theft or an accident to the motor vehicle or an object falling onto the motor vehicle

Vehicles in transit Damage

Damage to vehicles being carried loaded or unloaded from by a vehicle transporter or vehicle transporter and trailer or vehicle and trailer capable of carrying no more than two vehicles by the **policyholder** or any **employee** within the **territorial limits** subject to the Limit shown in the **schedule**

Exclusions

Insurers will not pay for

- a) Liability for **damage** death of or bodily injury to anybody caused by or arising out of ownership, possession or use by or on behalf of the **policyholder** of any mechanically propelled vehicle or attached trailer whilst on any road or public highway within the meaning of the Road Traffic Act or other road traffic legislation, other than liability caused by or arising from the use of any plant or equipment as a tool of trade
- b) **damage** to the vehicle unless professionally packed and professionally transported
- c) theft of accessories (accessories are supplementary parts of the vehicle related to its function including spare parts safety equipment and manufacturer's tool kit ordinarily kept in or on the vehicle) unless the vehicle is stolen at the same time
- d) **damage** to the vehicle which would have been recoverable under any other insurance but for the existence of this additional cover
- e) **damage** due to ordinary wear and tear natural depreciation mould or vermin and electrical or mechanical derangement unless such loss or damage arises from fire or accident to the carrying conveyance
- f) **damage** arising from
 - i) rust or discolouration unless due to direct contact with sea water
 - ii) atmospheric humidity
 - iii) freezing of liquid in the radiator heating or cooling system

Portable hand tools including employees' tools mobile telephones and pagers

Damage to portable hand tools including **employees'** tools mobile telephones and pagers used in connection with the **business** away from the **premises** but within the **territorial limits** subject to the Limit shown in the **schedule**.

Provided that the **insurers** will not be liable for

- a) laptop palm top or similar portable **computer equipment**
- b) satellite navigation or similar communication equipment
- c) mobile cellular WAP or other portable telephone equipment

New vehicle concession policyholder's own vehicles

If within one year of registration as new any **vehicle** owned or registered in the name of the **policyholder** and insured for loss or **damage** is

- a) lost by theft and not recovered within 28 days of the date from when the theft is first reported to the **insurers**
- b) damaged to the extent that the cost of repairs will exceed 60% of the manufacturer's recommended retail price plus taxes immediately prior to such **damage** and the claim is settled as a total loss

the **insurers** will pay for the cost of purchasing a new replacement **vehicle** of the same make and model

Provided that

- i) the **policyholder** requests it
- ii) such a replacement is available
- iii) the total payment will be limited to a maximum of £5,000 above the Limit of Indemnity as shown on the road risks **schedule**.

Vehicles held for sale

If a new **vehicle** held for sale by the **policyholder** is damaged to the extent that it necessitates

- a) a declaration of such **damage** to a prospective purchaser and
- b) a discount to effect a sale

the **insurers** will consider such discount as forming part of the claim

Provided that

- i) the **insurers** have agreed the level of discount necessary to effect the sale and
- ii) the total payment will be limited to a maximum of £5,000 per **vehicle**

Contents of customer's vehicles

Damage to contents of **customers vehicles** while in the **premises** or at the risk address or addresses shown in the **schedule**

The maximum the **insurers** will pay for all claims during any one **period of insurance** is limited to the amount shown in Section 1 of your **schedule** for such item under Contents Cover Limits (b)

Recompilation of data carrying materials

The cover in respect of data carrying materials comprises the costs and expenses incurred together with the cost of labour or computer time in recompiling information contained in them from other records or re-recording **data** on new materials following **damage** but not for their value to the **policyholder** of the information that they contain

For any **premises** where theft cover is shown as operative in the **schedule** the **insurers** will cover

Replacement locks

Costs incurred as a result of the necessary replacement of the locks to the **premises** following theft of keys from the **premises** or from the home of any director partner or **employee** authorised by the **policyholder** to hold such keys provided that the **insurers** liability shall not

- a) include the cost of replacing the locks of any safe or strongroom if the keys to such locks are left on the **premises** while closed for **business**
- b) exceed the amount shown in Section 1 of your **schedule** for such item under Contents Cover Limits (b) for all claims during any one **period of insurance**

The premises

Damage to the **premises** caused by theft or attempted theft involving entry to or exit from the **premises** by forcible and violent means

C) Extensions

Architects' surveyors' consultants' & legal fees

Following **damage** covered by this Section the **insurers** will also pay for architects' surveyors' consultants' and legal fees necessarily incurred in the reinstatement of the **buildings** and **general contents** but not for preparing any claim

Local authorities' requirements

Following **damage** covered by this Section the **insurers** will also pay for the additional cost of reinstatement of the **buildings** and **general contents** incurred solely to comply with any regulations arising out of European Community Legislation or an Act of Parliament or with bye-laws of any municipal or local authority (referred to as the Stipulations) excluding

- a) costs incurred in complying with such regulations or bye-laws under which notice has been served upon the **policyholder** prior to the happening of the **damage** or in respect of undamaged parts of such **property**
- b) the amount of any rate tax duty development or other charge or assessment which may become payable following compliance with such regulations or bye-laws

Special conditions

1. Reinstatement work must begin and be carried out without unreasonable delay and in any case must be completed within twelve months after the **damage**, unless the **insurers** agree such further time (during the said twelve months) and the work may be carried out upon another site (if the Stipulations necessitate), subject to the **insurers** liability under this extension not being increased.
2. If the **insurers** liability under this Section, apart from this extension, is reduced by the application of any terms and conditions of the **policy** then the **insurers** liability under this extension will be reduced in like proportion.
3. The maximum amount the **insurers** will pay under any item of this Section under this extension will not exceed
 - a) in respect of the lost, destroyed or damaged property
 - i) 15% of its sum insured
 - ii) where the sum insured by the item applies to property at more than one **premises**, 15% of the total amount for which the **insurers** would have been liable had the **property** insured by the item at the **premises** where the **damage** occurred has been wholly destroyed
 - b) for undamaged portions of property (other than foundations) 15% of the total amount which the **insurers** would have been liable, had the **property** insured by the item at the **premises** where the **damage** occurred been wholly destroyed.
4. The total amount the **insurers** will pay under any item of this Section will not exceed its sum insured.
5. All terms and conditions of the **policy**, except where they have been varied by this extension will still apply.

Capital additions

The insurance by each item of this Section on **buildings** and **general contents** extends to cover any newly acquired **property** if it is not otherwise insured and alterations and improvements to the **property** but not in respect of appreciation in value within the **territorial limits** during the current **period of insurance** provided that

- a) at any one situation this cover will not exceed 10% of the total of the sums insured on such **property** or £250,000 whichever is the less
- b) the **policyholder** undertakes to give particulars of such **property** to the **insurers** each 6 months and before the expiry of the **period of insurance** and to effect specific insurance on it retrospective to the date of the commencement of the **insurers** liability and pay the additional premium that may be required

Contracting purchaser

Where the **policyholder** contracts to sell his interest in any **buildings** insured by this Section the contracting purchaser has the benefit of the insurance by this Section up to the date of completion if the **buildings** are not otherwise insured and without prejudice to the rights and liabilities of the **policyholder** or the **insurers**

Mortgagee

The interest of a mortgagee in this insurance shall not be prejudiced by any act or neglect of the mortgagor or occupier of any **buildings** insured by this Section whereby the risk of **damage** is increased without the authority or knowledge of the mortgagee provided that the mortgagee immediately on becoming aware thereof gives notice to the **insurers** and pays any additional premium if required

Non- invalidation

The insurance by this Section insofar as it relates to **buildings** or parts of **buildings** not occupied by the **policyholder** shall not be invalidated by any act or omission or by any alteration whereby the risk of **damage** is increased without the authority or knowledge or beyond the control of the **policyholder** provided that the **policyholder** immediately on becoming aware thereof gives notice to the **insurers** and pays an additional premium if required

Property removed

This Section also covers **damage** to **general contents** (other than personal effects belonging to the **policyholder** or any director partner or **employee** of the **policyholder**) while temporarily removed from the **premises** for cleaning renovation or repair within the **territorial limits** if **damage** is caused by a peril covered by this Section provided that the **insurers** liability shall not exceed 10 per cent of the sum insured on such **property**

Automatic reinstatement of sums insured

In the absence of written notice by the **policyholder** or the **insurers** to the contrary within 30 days of the occurrence of the **damage** the sums insured in the **schedule** will be automatically reinstated by the amount of the loss provided that:-

- a) the **policyholder** pays the appropriate additional premium for such reinstatement of sums insured
- b) the **policyholder** implements without delay any amendments to the protections of the **premises** that the **insurers** may require
- c) in respect of **damage** by theft or attempted theft the automatic reinstatement of sums insured shall apply on the first occasion only in one **period of insurance**

Removal of debris	<p>The insurance by each item of this Section on buildings general contents and stock includes costs and expenses necessarily incurred by the policyholder with the consent of the insurers in removing debris demolishing shoring up or propping following damage to such property</p> <p>The insurers will not pay for any costs or expenses</p> <ul style="list-style-type: none"> a) incurred in removing debris except from the site of such property sustaining damage and the area immediately adjacent to such site b) arising from pollution or contamination of property not insured by this Section
Contract price	<p>In respect only of goods sold but not delivered for which the policyholder is responsible and with regard to which under the conditions of sale the sale contract is cancelled by reason of damage the insurers' liability will be based on the contract price and for the purpose of the Underinsurance Condition on this Section the value of all goods to which this extension would in the event of damage be applicable will be ascertained on the same basis</p>
Subrogation waiver	<p>In the event of a claim arising under this Section the insurers agree to waive any rights remedies or relief to which they might become entitled by subrogation against:-</p> <ul style="list-style-type: none"> a) a Company standing in the relation of Parent to Subsidiary (or Subsidiary to Parent) to the policyholder as defined in the Companies Act or the Companies (NI) Order at the time of damage b) any Company which is a subsidiary of a Parent Company of which the policyholder are themselves a Subsidiary within the meaning of the Companies Act or the Companies (NI) Order at the time of the damage

D) Additional Property Covered

This Section extends to cover **damage** to the following **property** if it is owned by the **policyholder** or the **policyholder** is legally responsible for it

Television aerials	Radio and television receiving aerials their fixtures or masts at the premises
Underground pipes and cables	Underground water gas electricity sewage drainage or telephone meters pipes wires or cables extending from the premises to the public main
Sanitary fittings	Fixed sanitary ware and fittings in the buildings situated at the address or addresses shown in the schedule

E) Limits of Liability

The **insurers'** liability during any one **period of insurance** shall not exceed in respect of:

- a) any item the sum insured or in the whole the total sum insured or any other stated limit of liability or such other sum or limit as may be substituted therefore by **endorsement**
- b) Personal possessions belonging to the **policyholder** or any director partner or **employee** of the **policyholder** the amount shown in your **schedule** for such item under Contents Cover Limits (b) any one person
- c) **Damage** to the **premises** caused by theft or attempted theft - the cost of repairs

Provided that

the total amount payable by the **insurers** in respect of any claim irrespective of the number of parties insured by this Section having a claim under this Section shall not exceed in the whole the total sum insured or in respect of any item its sum insured or any other stated limit of liability

For the purposes of the sum insured or limit of liability all of the parties insured under this Section shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the **insurers** and the **policyholder** as defined herein

Protection after loss	<p>The sums insured on any buildings or general contents or computer equipment items which sustain damage by a cause covered by this Section will continue to be Index-linked following such damage while the property is being reinstated provided that the policyholder takes all reasonable steps to ensure that the reinstatement is carried out without undue delay</p>
------------------------------	---

F) Claims Settlement

Reinstatement If the **insurers** elect or become bound to reinstate or replace any **property** the **policyholder** shall at his own expense produce and give to the **insurers** all such plans documents books and information as they may reasonably require. The **insurers** shall not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sums insured thereon

Reinstatement provisions/effects In the event of **buildings general contents** and **computer equipment** (except personal clothing belonging to the **policyholder** or any director partner customer of the **policyholder**) suffering **damage** the basis upon which the amount payable is to be calculated shall be the cost of **reinstatement** subject to the provisions set out below

Reinstatement means

- a) where **property** is destroyed the rebuilding of the **property** if a building or in the case of other **property** its replacement by similar **property** in either case in a condition equal to but not better or more extensive than its condition when new
- b) where **property** is damaged the repair of the **damage** and the restoration of the damaged portion of the **property** to a condition substantially the same as but not better or more extensive than its condition when new
- c) where a **vehicle** sustains **damage** the **insurers** will indemnify the **policyholder** by at their own option repairing or replacing the **vehicle** or paying the amount of such **damage** except in so far as Paragraph B) Additional Cover – New vehicle concession policyholder's own vehicles applies

Provisions

- a) No payment beyond the amount which would have been payable had Reinstatement not been operative shall be made
 - i) unless the work of **reinstatement** is commenced and carried out with reasonable dispatch
 - ii) until **reinstatement** has been effected
 - iii) unless any other insurance covering the **policyholder's** interest in the **property** at the time of the **damage** is on the same basis of **reinstatement** as this **policy**

and if no such payment is made then the rights and liabilities of the **insurers** and the **policyholder** shall be those which would have applied had **reinstatement** not been operative

- b) **reinstatement** may be carried out at another site and in any manner suitable to the **policyholder** subject to the liability of the **insurers** not being increased as a result
- c) In the event of partial **damage** to any **property** insured under **reinstatement** the **insurers'** liability for any loss shall not exceed the cost which would have been incurred had such **property** been totally destroyed

Underinsurance clause Each item on **buildings general contents** and **computer equipment** is declared to be subject to the following underinsurance Condition

If at the time of **damage** the sum insured on any item is less than 85% of the **reinstatement** value of the **property** covered by such item then the **policyholder** shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly

Following **damage** to **property** other than **buildings general contents** and **computer equipment** above each item is declared to be subject to the following underinsurance Condition

If at the time of **damage** the sum insured on any item is less than the value of the **property** covered by such item then the **policyholder** shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly

This clause is not applicable to items solely insuring dwellings rent debris removal professional fees documents manuscripts business books computer systems records patterns models moulds plans and designs

Hiring or other agreement If the **insurers** know that **property** or a **vehicle** is hired leased or loaned to the **policyholder** under a hire purchase leasing or other agreement any payment may be made to the owner whose receipt shall be a discharge of any claim under this **policy**

G) Special Condition

Records The **policyholder** will maintain a complete record of **stock** and **vehicles** received and sold

H) What is not covered

The **insurers** will not be liable under this Section

- 1 for **damage** to
 - a) railway locomotives or rolling stock watercraft or aircraft
 - b) **money** cheques securities of any description stamps bonds credit cards unless specifically mentioned as insured by this Section
 - c) **property** in transit except as provided for under paragraph B) Additional Cover – Stock in Transit of this Section
 - d) **property** or structures in course of construction or erection and materials or supplies in connection with all such **property** in course of construction or erection
 - e) livestock growing crops or trees
 - f) blinds or signs not securely fixed to the **premises**
 - g) moveable **property** other than **vehicles** in the open or fences or gates by wind rain hail sleet snow flood or dust
 - h) land roads pavements piers jetties bridges culverts or excavationsunless specifically mentioned as insured by this Section
- 2 for **damage** to **property** arising from theft or attempted theft
 - a) which does not involve entry to or exit from the **premises** by forcible and violent means (unless such **damage** results from actual or threatened violence or assault to the **policyholder** any partner director or **employee** of the **policyholder** or any other person lawfully on the **premises**)
 - b) at or from any **premises** where theft cover is shown as inoperative in the **schedule**
 - c) outside the **premises** or in a back garden yard open space or outbuilding but this Exception shall not apply to **stock of vehicles** or **customer's vehicles**
 - d) in respect of Stock in Transit and Portable Hand Tools
 - i) from an unattended **vehicle** unless all doors and the boot have been locked and the windows and other means of access have been secured
 - ii) from a **vehicle** left unattended at any time outside any working day of the driver or on non-working days or during any rest period of the driver exceeding two hours unless the **vehicle** is
 - locked and securedand
 - garaged in a securely closed and locked buildingor
 - parked in a yard which is fully enclosed and securely closed and locked
- 3 for **damage** to a **vehicle** resulting from deception by a purported purchaser or his agent
- 4 for **damage** to **property** in or on soft-topped open-topped or open-sided **vehicles** or trailers owned or operated by the **policyholder** if caused by
 - a) storm
 - b) theft or attempted theft unless also involving theft of the **vehicle** or trailer
 - c) malicious persons when the **vehicle** or trailer is left unattended for the night
- 5 for **damage** to
 - a) fixed external glass at any **premises** where theft cover is shown as inoperative in the **schedule**
 - b) glass (other than fixed external glass) china earthenware marble or other fragile or brittle objects
 - c) **property** which at the time of **damage** is insured by or would but for the existence of this **policy** be insured by any Marine policy except in respect of any excess beyond the amount which would have been payable under the Marine policy had this insurance not been effected
- 6
 - a) for **damage** due to disappearance unexplained or inventory shortage misfiling or misplacing of information
 - b) for cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers
 - c) for **damage** caused by the bursting of any boiler (not used for domestic purposes) by steam pressure or economiser or other vessel machine or apparatus belonging to or under the control of the **policyholder** in which internal pressure is due to steam only.

- 7 for **damage** caused by
- a) its own faulty or defective design materials or faulty or defective workmanship operational error or omission on the part of the **policyholder** or any of their **employees** inherent vice latent defect gradual deterioration wear and tear
 - b) corrosion rust dampness dryness wet or dry rot shrinkage evaporation loss of weight contamination pollution change in temperature colour flavour texture or finish vermin insects marring scratching or frost
 - c) subsidence ground heave or landslip or the normal settlement or bedding down of new structures
 - d) a building or structure caused by its own collapse or cracking
 - e) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the **premises** are empty or disused
 - f) accidental discharge or leakage from any automatic sprinkler installation if such discharge or leakage is caused by freezing when the **premises** are empty or disused
 - g) acts of fraud or dishonesty
 - h) theft by or in collusion with the **policyholder** or any partner, director or **employee** or any member of the **policyholder's** family or any other persons lawfully on the **premises**
- 8 for **damage to property** caused by
- a) its own mechanical or electrical breakdown or derangement
 - b) use contrary to the manufacturers' instructions
 - c) its undergoing any process of production packing treatment testing or commissioning
- 9 for **damage** attributable solely to change in the water table level
- 10 Consequential loss of any kind
- 11 for damage directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
- a) the alteration, modification, distortion, corruption of or damage to any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software); or
 - b) any alteration modification distortion erasure, corruption of data processed by any such computer or other equipment or component or system or item

whether the property of the **policyholder** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism or hacking or phishing or denial of service attack**.

The **insurers** will cover subsequent **damage** which is covered by this section, which itself results from a **defined peril** not otherwise excluded or excepted covered by this section, except for **damage** caused by malicious persons other than thieves.

For the purposes of this Exception the definition of Defined Peril is

Defined Peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal.

Section 2 – Business Interruption

This Section is only operative if shown as such in the **schedule**

Definitions

Estimated gross profit	the amount declared by the policyholder as representing not less than the gross profit which is anticipated will be earned by the business during the financial year most nearly concurrent with the period of insurance – increased proportionately if the maximum indemnity period is greater than 12 months
Gross profit	the amount by which the turnover plus the value of the closing stock and work in progress exceeds purchases (net of discounts received) plus the value of the opening stock and work in progress and any uninsured working expenses shown in the schedule
Indemnity period	the period beginning when the damage occurs and ending when the results of the business cease to be affected in consequence of the damage but not exceeding the maximum indemnity period
Insurable amount	the gross profit which would have been earned in the 12 months immediately before the date of the damage 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 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
Maximum indemnity period	As specified in the schedule
Outstanding debit balances	The sums outstanding in the policyholder 's records of the individual amounts owed to the policyholder by customers
Rate of gross profit	the rate of gross profit earned on the turnover during the financial year immediately before the date of the damage 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 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
Standard turnover	the turnover during the period in the 12 months immediately before the date of the damage 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 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
Turnover	the money paid or payable to the policyholder for goods sold and for services rendered in the course of the business at the premises net of discounts allowed
Note 1:	To the extent that the policyholder is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax
Note 2:	For the purpose of these Definitions any adjustment implemented in Current Cost Accounting shall be disregarded

A) What is covered

If the **business** at the **premises** is interrupted because of **damage** by a cause specified in Section 1 – Property to any **buildings** or other **property** used by the **policyholder** at the address shown in the **schedule** the **insurers** will pay for the trading loss during the period beginning with the occurrence of **damage** and ending not later than the **maximum indemnity period** shown in the **schedule** thereafter during which the results of the **business** shall be affected in consequence of the **damage** in accordance with paragraph D Claims Settlement of this Section

Provided that when the **damage** occurs there is insurance in force covering the **policyholder's** interest in the **buildings** or other **property** at the **premises** against such **damage** under which

- a) payment has been made or liability admitted
- b) liability would have been admitted but for the exclusion in such insurance of losses below a specified amount

Alternative trading

If during the **indemnity period** goods are sold or services are rendered elsewhere than at the **premises** for the benefit of the **business** the money paid or payable in respect of such sales or services shall be brought into account in arriving at the **turnover** during the **indemnity period**

Professional accountants

Any particulars in the **policyholder's** accounts or other information or evidence which may be required by the **insurers** for the purpose of investigating or verifying any claim may be produced by professional accountants if at the time they are acting regularly as such for the **policyholder** and their report will be prima facie evidence of the information to which it relates

Payment on account

Payments on account may be made during the **indemnity period**

B) Additional Cover

Outstanding debit balances

If the **policyholder's** records of **outstanding debit balances** sustain **damage** within the **territorial limits** by a cause not excluded under Section 1 - Property and the **policyholder** in consequence is unable to fully trace or establish the **outstanding debit balances** the **insurers** will indemnify the **policyholder** in accordance with paragraph D Claims Settlement of this Section subject to the limit shown in the **schedule** and the Special Condition E of this Section

C) Declaration Linked Basis

Renewal

At renewal, it will be the **policyholder's** responsibility to ensure the sum insured is an adequate estimate of the amount 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** (referred to in the **schedule** as the Estimate)

Limit of liability

The **insurers** liability in respect of **gross profit** shall not exceed 133.3% of the **estimated gross profit**

D) Claims Settlement

Following **damage** the **insurers** will pay

- 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 in consequence of the **damage** fall short of the **standard turnover**
- 2 In respect of increased cost of working - that reasonably incurred to avoid a reduction in **turnover** (but not exceeding the amount which would otherwise have been payable under D1 above) and 5% of the sum insured by the Item on **gross profit** (but no more than £250,000)
- 3 In respect of professional accountants' charges - those reasonably incurred by the **policyholder** for producing and certifying any particulars required by the **insurers** in connection with the investigation and verification of a claim
- 4 In respect of **outstanding debit balances:-**
 - a) the amount by which the **outstanding debit balances** traced or received following the **damage** shall fall short of the **outstanding debit balances** before the **damage** occurred

to which adjustments shall be made to allow for the trend and variations in the **business** and for other circumstances affecting the amount of the **outstanding debit balances** so that the adjusted figures shall represent as nearly as may be reasonably practicable those which would have been obtained if the **damage** had not occurred
 - b) for additional expenditure incurred with the previous consent of the **insurers** in tracing and establishing the **outstanding debit balances**

Underinsurance

In respect of **gross profit**:-

If at the time of **damage** the sum insured is less than the insurable amount the amount payable shall be proportionately reduced

In respect of **outstanding debit balances**:-

If at the time of **damage** the Limit specified in the **schedule** is less than 75% of the total of the **outstanding debit balances** the amount payable shall be proportionately reduced

Automatic reinstatement after a loss

In consideration of the **estimated gross profit** not being reduced by the amount of any loss the **policyholder** shall pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the **period of insurance**

E) Special Condition**Outstanding debit balances**

Every 3 months the **policyholder** shall record the current total of the **outstanding debit balances** and keep such record in a place other than the **policyholder's** own **premises**

F) What is not covered**Electronic risks exclusion**

The **insurers** will not be liable under this Section for **Damage** directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- a) the alteration, modification, distortion, corruption of or damage to any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software); or
- b) any alteration modification distortion erasure, corruption of data processed by any such computer or other equipment or component or system or item

whether the property of the **policyholder** or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism or hacking or phishing or denial of service attack**.

The **insurers** will cover subsequent **damage** which is covered by this section, which itself results from a cause covered by this section, except for **damage** caused by malicious persons other than thieves.

Section 3A – Money

This Section is only operative if shown as such in the **schedule**

Definition

Working hours Working hours means the period during which authorised persons are on the **premises** for the purposes of the **business**

A) What is covered

This Section covers **damage to money** and **property** as described in B) Limit of Liability Items 1 to 5 below by any cause while within the **territorial limits** provided that:

- a) as regards Item 3 the **damage** is due to theft or attempted theft
- b) as regards Item 5 the **damage** is due to theft or attempt thereat
- c) the **insurers** liability in respect of any one occurrence or number of occurrences arising directly or indirectly from any one source or original cause shall not exceed the relevant Limit of Liability

B) Limit of Liability

Item	Description	Limit of Liability
1	Money (other than 2 below)	any one loss
1a	in the policyholder's premises during working hours or in transit or in a bank night safe and thereafter within bank premises until at the bank's risk or at any of the policyholder's contract sites during working hours	As shown in schedule
1b	in the policyholder's premises out of working hours	
	a) in locked safes or strong rooms	As shown in schedule
	b) not in a locked safe or strong room	As shown in schedule
1c	in the policyholder's residence or that of any of the policyholder's directors partners or employees	As shown in schedule
2	Crossed cheques Crossed Giro Cheques Crossed Bankers' Drafts Crossed Money Orders Crossed Postal Orders used National Savings Certificates Credit Company Sales Vouchers V.A.T. Purchase Invoices used units in franking machines	As shown in schedule
3	Clothing and personal effects belonging to the policyholder or any of the policyholder's directors partners or employees while engaged in the business	As shown in schedule
4	Stamped or impressed National Insurance Cards	Unlimited
5	Any postal franking machine safe strong room or any container or waistcoat used for the carriage of money belonging to the policyholder or for which the policyholder is responsible	Unlimited

C) What is not covered

The **insurers** will not be liable under this Section for

- 1 Loss due to error or omission in receipts payments or accounting practice
- 2 Consequential loss of any kind
- 3 **Damage** arising from the dishonesty of any director partner or **employee**
 - a) unless such **damage** is discovered within fourteen working days of its occurrence
 - b) insured under a Fidelity Guarantee policy except in respect of any excess beyond the amount which would have been payable under such policy had this insurance not been affected

4 **Damage** resulting from a safe or strong room being opened by the use of a key or a combination code through the key or combination code having been left on the **premises** while closed for **business**

5 Loss from any unattended **vehicle**

6 **Damage** directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

a) the alteration, modification, distortion, corruption of or damage to any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software); or

b) any alteration modification distortion erasure, corruption of data processed by any such computer or other equipment or component or system or item

whether the property of the **policyholder** or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

The **insurers** will cover subsequent **damage** which is covered by this section, which itself results from a cause covered by this section, except for **damage** caused by malicious persons other than thieves.

7 Loss due to use of counterfeit money

Section 3B – Personal Accident (Assault)

This Section is only operative if shown as such in the **schedule**

Definitions

- Bodily injury** Accidental bodily injury drowning gassing poisoning or exposure of any **insured person** to the elements resulting in death or disablement but does not include
- a) sickness and disease unless resulting from a mishap
 - b) pregnancy or childbirth or other naturally occurring conditions
- Insured person**
- a) the **policyholder** or any director partner or **employee** of the **policyholder** or
 - b) any person to whom the **policyholder** has entrusted **money** other than an **employee** of a professional security company or organisation

A) What is covered

If an **insured person** suffers **bodily injury** as described below as a direct result of theft or attempted theft in the course of the **business** the **insurers** will pay the relevant sum specified below

1	<p>Bodily injury which within 24 months from its occurrence is the sole and direct cause of</p> <ul style="list-style-type: none"> a) death or b) loss of one or more limbs by physical separation at or above the wrist or ankle or c) permanent and total loss of use of one or both hands or feet or d) total and irrecoverable loss of sight in one or both eyes 	£10,000
2	<p>Bodily injury not resulting in death or loss of limbs or sight as detailed in 1 above which is the sole and direct cause of the insured person being totally disabled and prevented from attending to any business or occupation with proof satisfactory to the insurers that such disablement has continued for 12 months from its occurrence and will in all probability continue for the remainder of the insured person's life</p>	£10,000
3	<p>Bodily injury which is the sole and direct cause of the insured person being totally disabled and prevented from attending to his occupation</p> <p>Compensation for the period of such disablement but not exceeding 104 weeks</p> <p>Provided that:-</p> <ul style="list-style-type: none"> a) the insurers shall be liable to make only one payment under 1 and 2 in respect of any one insured person resulting from an accident b) weekly compensation under 3 shall become payable when the period of disablement has been ascertained and the total amount agreed or at the request of the policyholder at intervals of not less than four weeks c) the insured person shall act upon medical or surgical advice as soon as practicable and submit to medical examination at the insurers expense and as often as they require the total compensation payable by the insurers in respect of any of the benefits shown in the schedule irrespective of the number of insured persons having a claim under this Section in respect of such benefits shall not exceed the total of the benefits stated in the schedule <p>For the purpose of any stated benefits all parties under this Section shall be treated as one party or legal entity so that there will be only two parties to the contract namely the insurers and the policyholder both as defined herein</p>	£100 per week

Section 4 – Employers Liability

This Section is only operative if shown as such in the **schedule**

A) What is covered

- 1 In the event of **injury** caused during the **period of insurance** to any **employee** while employed in the **territorial limits** and arising out of and in the course of their employment by the **policyholder** the **insurers** will subject to the Limit of Liability as specified in the **schedule**
 - a) indemnify the **policyholder** against legal liability for damages and claimants' costs and expenses incurred in respect of such **injury**
 - b) indemnify in the terms of this Section
 - i) if the **policyholder** so requests

any director or **employee** in respect of liability for which the **policyholder** would have been entitled to indemnify if the claim had been made against him or

any officer or member of the **policyholder's** canteen social sports or welfare organisations and fire first-aid and ambulance services
 - ii) any Principal on whose behalf the **policyholder** in the course of the **business** is undertaking work to the extent that the contract between the **policyholder** and such Principal so requires in respect of liability arising from the performance of such work
 - iii) the legal personal representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person
- 2 If the **policyholder** comprises more than one party (which in the case of a partnership includes each individual partner) the **insurers** will indemnify each in the terms of this **policy** against liability incurred to the other as if such was not included as a **policyholder**

If the **insurers** are liable to indemnify more than one party the total amount of indemnity to all such parties including the **policyholder** shall not exceed the Limits of Liability
- 3 The total amount payable by the **insurers** in respect of all damages costs and expenses arising out of all claims during any **period of insurance** consequent on or attributable to one source or original cause irrespective of the number of persons entitled to indemnity having a claim under this Section consequent on or attributable to that one source or original cause shall not exceed the Limit of Liability stated in the **schedule**

For the purposes of the Limit of Liability all of the persons entitled to indemnity under this Section shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the **insurers** and the **policyholder** as defined herein
- 4 The **insurers** will in addition pay
 - a) Solicitors' fees for representation at any Coroner's Inquest or fatal inquiry or Court of Summary Jurisdiction in respect of any event which may be the subject of indemnity under 1 above
 - b) costs and expenses incurred with their written consent
- 5 The **insurers** liability shall not exceed £5,000,000 in respect of any one claim or series of claims arising out of one event directly or indirectly out of **terrorism** and will apply in place of and not in addition to the limit of indemnity specified in the **schedule**

Unsatisfied court judgements

In the event of judgement for damages being obtained by an **employee** or his personal representatives in respect of **injury** to the **employee** caused during any **period of insurance** and arising out of and in the course of employment by the **policyholder** in the **business** against any company or individual operating from **premises** within Great Britain Northern Ireland the Isle of Man or the Channel Islands in any court situate in those countries and remaining unsatisfied in whole or in part six months after the date of such judgement the **insurers** will at the request of the **policyholder** indemnify up to the Limit of Indemnity the **employee** or the personal representatives of the **employee** the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- a) there is no appeal outstanding
- b) if any payment is made hereunder the **employee** or the personal representatives of the **employee** shall assign the judgement to the **insurers**

Compensation for court attendance

In the event of any of the undermentioned persons attending court as a witness at the request of **insurers** in connection with a claim in respect of which the **policyholder** is entitled to indemnity under this **policy** the **insurers** will provide compensation to the **policyholder** at the following rates per day for each day on which attendance is required

- a) any director or partner of the **policyholder** £500
- b) any **employee** £250

Right of recovery clause

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in Great Britain Northern Ireland the Isle of Man or the Channel Islands relating to compulsory insurance of liability to **employees** but the **policyholder** shall repay to the **insurers** all sums paid by the **insurers** which the **insurers** would not have been liable to pay but for the provisions of such law

B) What is not covered

This Section does not cover liability in respect of

- a) **injury** arising in connection with work on offshore installations or transit thereto and therefrom
- b) racing
- c) **injury** arising when any **employee** is
 - i) carried in or upon a vehicle
 - ii) entering or getting on to or alighting from a vehicle

in circumstances where any road traffic legislation of any Member State of the European Union requires the **policyholder** to effect insurance or security

Section 5 – Public Liability

This Section is only operative if shown as such in the **schedule**

A) What is covered

The **insurers** will indemnify the **policyholder** subject to the Limits of Liability shown in the **schedule** against legal liability for damages and claimants' costs and expenses incurred in respect of

- 1 **injury** to any person
- 2 **damage to property**
 - a) happening or arising from an occurrence in or on the **premises** or on land belonging to or in the custody or control of the **policyholder** (other than the private residence of the **policyholder** or any director partner or **employee**) or at any other place at which the **policyholder** is engaged in the course of the **business** not being **premises** belonging to or in the custody or control of the **policyholder** or while proceeding to or from such places or in connection with any advertising signs or boards at places away from the **premises**
 - b) happening anywhere in the world and caused to or by any motor vehicle not belonging to the **policyholder** and not hired or leased to him under a hire purchase agreement or vehicle leasing or other agreement and not in his custody or control provided that such liability arises from the **repair servicing or maintenance** of such motor vehicle
 - c) happening anywhere in the world and caused to or by a second-hand **vehicle** sold or supplied by the **policyholder** where such **damage** arises from **repair servicing or maintenance** (which term shall not include the omission to carry out any **repair servicing or maintenance**) of such **vehicle** by the **policyholder** prior to the sale
 - d) happening anywhere in the world and caused by **products** sold or supplied from the **premises** by the **policyholder** in the course of the **business**
- 3 Nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way
- 4 The **insurers** will in addition pay solicitors' fees for representation at any Coroner's Inquest or fatal inquiry or Court of Summary Jurisdiction in respect of any event which may be the subject of indemnity under Paragraphs 1 2 and 3 above
- 5 If the **policyholder** comprises more than one party (which in the case of a partnership includes each individual partner) the **insurers** will indemnify each in the terms of this **policy** against liability incurred to the other as if such other was not included as a **policyholder**

B) Additional Cover

the Indemnity to persons other than the policyholder

In respect of any occurrence which may be the subject of indemnity under this Section **insurers** will also indemnify

- a) if the **policyholder** so requests any director or **employee** in respect of liability for which the **policyholder** would have been entitled to indemnity if the claim had been made against him
- b) any officer or member of the **policyholder's** canteen social sports or welfare organisations and fire first aid and ambulance services
- c) any principal for whom the **policyholder** is carrying out a contract for the performance of work
- d) the owner of plant hired by the **policyholder**

but only to the extent required by the contract conditions

- e) the legal personal representatives of any person entitled to indemnity in respect of liability incurred by that person

If the **insurers** are liable to indemnify more than one party the total amount of indemnity to all such parties including the **policyholder** shall not exceed the Limits of Liability in the **schedule**

Compensation for loss of use - Customer's vehicle

Following **damage** to a **customers vehicle** for which the **insurers** have admitted liability under Section 1 - Property the **insurers** will indemnify the **policyholder** in respect of his legal liability to pay for loss of use of such **customers vehicle**

financial loss

The **insurers** will indemnify the **policyholder** against legal liability for damages and claimants' costs and expenses incurred in respect of financial loss

- a) sustained by the purchaser of any **vehicle** spare part accessory or fuel for any motor vehicle
- b) arising from alteration inspection **repair Servicing or maintenance** of any **vehicle**

happening in connection with the **business**

The **insurers** shall not be liable for

- i) the first £250 or 10% of each and every claim whichever is the greater
- ii) any amount exceeding £100,000 in respect of any one claim or number of claims arising out of one occurrence or in the aggregate in respect of all claims made against the **policyholder** during the **period of insurance**
- iii) **injury or damage**
- iv) liability which attaches solely because of a contract
- v) financial loss of whatsoever nature directly or indirectly caused or contributed to or occurring by
 - a) the presence of **asbestos asbestos dust** or **asbestos containing materials**
 - b) the release of **asbestos dust**
 - c) the exposure of persons **buildings** or **property** to **asbestos asbestos dust** or **asbestos containing materials**
- vi) The diminution of the value of any **property**

Liability for motor accidents

Notwithstanding Exception 4 of this Section and provided the **policyholder** is not more specifically insured under any other policy the **insurers** will indemnify the **policyholder** in the terms of this **policy** in respect of **injury or damage**

a) caused by any motor vehicle owned by or in the possession of or being used by or on behalf of the **policyholder** which is

- i) not licensed for road use and which is being used in circumstances which do not require insurance or security under any road traffic legislation
- ii) designed or adapted primarily for use as a tool but this indemnity shall not apply to liability in respect of which any road traffic legislation requires insurance or security

b) arising during the act of loading or unloading a motor vehicle or the bringing to or taking away of a load from such vehicle

Leased and rented premises

Notwithstanding Exception 1 a) of this Section the **insurers** will indemnify the **policyholder** in respect of **damage** to any building (including its fixtures and fittings) which is leased hired or rented to the **policyholder**

The **insurers** shall not be liable in respect of

- i) **damage** to the contents of any such building
- ii) the first £100 of each and every claim for **damage** caused other than by fire or explosion
- iii) liability arising solely because of a contract

Defective Premises Act

The **insurers** will indemnify the **policyholder** in the terms of this Section against legal liability incurred by the **policyholder** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of **injury** or **damage** occurring within a period of 7 years from the expiry or cancellation of this Section provided that the **insurers** shall not be liable under this extension

- a) if the **policyholder** is entitled to indemnity under any other insurance
- b) for the cost of remedying

- i) any defect or alleged defect
- ii) the presence of **asbestos asbestos dust** or **asbestos containing material** in **premises** disposed of by the **policyholder**

Consumer Protection Act

When cover is operative for **injury** or **damage** caused by **products** the **insurers** will indemnify the **policyholder** or at the request of the **policyholder** any director or **employee** of the **policyholder** against legal costs and expenses incurred with the **insurers** written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 committed or alleged to have been committed during the **period of insurance** including legal costs and expenses incurred with the consent of the **insurers** in an appeal against conviction arising from such proceedings

Provided that the **insurers** shall not be liable for the payment of fines or penalties or if the **policyholder** is entitled to indemnity under any other insurance

Compensation for court attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the **insurers** in connection with a claim in respect of which the **policyholder** is entitled to indemnity under this Section the **insurers** will provide compensation to the **policyholder** at the following rates per day for each day on which attendance is required

- a) any director or partner of the **policyholder** £500
- b) any **employee** £250

Data Protection Act

The **business** shall include the provision of any reciprocal arrangement for the storage or processing of computer **data** or for use of computer facilities

Provided that the indemnity will not apply to legal liability in respect of any loss or **damage** sustained by any party to such an arrangement

The Company will also provide an indemnity to the **policyholder** and if the **policyholder** so requests any **employee** or director or partner of the **policyholder** against legal liability to pay damages and claimants' costs and expenses for **damage** or distress as described in Section 13 of the Data Protection Act 1998

Provided that the **policyholder** is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998

This Extension shall not apply in respect of

- A) the payments of fines or penalties
- B) the costs of replacing reinstating rectifying or erasing any personal **data**
- C) liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the **policyholder** or any other person having regard to the nature and circumstances of such act or omission
- D) claims which arise out of circumstances notified to previous insurers or known to the policyholder at inception of this Extension
- E) legal liability where indemnity is provided by any other insurance

**Accidental
Release of
Asbestos
(Claims Made)
cover**

The **insurers** will not provide an indemnity for any claim arising directly or indirectly from or in any way connected with **asbestos, asbestos dust or asbestos containing materials** other than as stated in this Additional Cover

The **insurers** will indemnify the **policyholder** against all sums that the **policyholder** shall become legally liable to pay for damages and claimant's costs and expenses in respect of a claim first made against the **policyholder** and notified to the **insurers** during the **period of insurance** arising from the accidental and unplanned release of **asbestos asbestos dust or asbestos containing materials**

The **insurers** total liability for all damages payable and claimant's costs and expenses arising from claims first made against the **policyholder** and notified to the **insurers** during the **period of insurance** caused by or arising from **asbestos asbestos dust or asbestos containing materials** is £1,000,000

In addition to exceptions 8 and 9 of part **D) What is not covered** of this Section the **insurers** shall not be liable in respect of

- i) **damage to property** nuisance or trespass unless arising from contamination resulting from the unplanned release of **asbestos asbestos dust or asbestos containing materials** caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**
- ii) any incident known to the **policyholder** or for which the **policyholder** should have been aware before the start of this cover
- iii) the greater of £1,000 or the amount of excess stated in the **schedule** caused by or arising from **asbestos asbestos dust or asbestos containing materials**.

If during the **period of insurance** the **policyholder** first becomes aware of any circumstances that may give rise to a claim under this section and notification is given to the **insurers** during or within 7 days of the expiry of the **period of insurance** the **insurers** will if a claim is subsequently made against the **policyholder** consider such circumstances as having been made during the **period of insurance** that the **policyholder** first becomes aware

The following conditions apply to this Additional Cover:

- a) If the **policyholder** has contracted or reached agreement for the investigation handling removal stripping out demolition transportation or disposal of **asbestos asbestos dust or asbestos containing materials** a written risk assessment must be undertaken and controls put in place to prevent the release of **asbestos asbestos dust or asbestos containing materials**.
- b) If the **policyholder** discovers any materials that are known or suspected to be **asbestos asbestos dust or asbestos containing materials** prior to or in the course of any work process or other operation the **policyholder** must immediately upon discovery take steps to suspend or cease such work process or other operation until the composition of the materials is established
- c) The **policyholder** must ensure that any **asbestos asbestos dust or asbestos containing materials** is investigated handled removed stripped out demolished transported and/or disposed of in accordance with Health and Safety regulations in force

C) Limits of Liability

- a) Any claim or number of claims arising out of any one cause including claimants' costs and expenses As specified in **schedule LIMIT A**
- Provided that the **insurers'** liability in any one **period of insurance** in respect of
- i) **injury or damage** arising directly or indirectly from **pollution or contamination** which is deemed to have occurred during any such period shall not exceed As specified in **schedule LIMIT B**
- ii) **injury or damage** happening during any such period and caused by **products** shall not exceed As specified in **schedule LIMIT C**
- iii) all damages and claimants costs and expenses as a result of all occurrences arising directly or indirectly in connection with **terrorism** shall not exceed £5,000,000 or the amount specified in the **schedule** whichever is the less As specified in **schedule LIMIT D**
- b) The **insurers** will in addition pay any other costs and expenses incurred with their written consent

Provided that

The total amount payable by the **insurers** in respect of all damages arising out of all claims during any **period of insurance** consequent on or attributable to one source or original cause irrespective of the number of persons entitled to indemnity having a claim under this Section consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Liability stated in the **schedule**

The total amount payable by the **insurers** in respect of all damages arising out of all claims during any **period of insurance** irrespective of the number of sources or original causes of such claims and irrespective of the number of persons entitled to indemnity having claims under this Section in respect of those sources or original causes shall not exceed the appropriate Limit of Liability stated in the **schedule**

For the purposes of the Limit of Liability all of the persons entitled to indemnity under this Section shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the **insurers** and the **policyholder** both as defined herein

D) What is not covered

The **insurers** shall not be liable in respect of

- 1 **damage to property**
- a) belonging to or in the custody or control of the **policyholder** or any person claiming indemnity
- or
- b) in the custody or control of any director partner or **employee** but the Exception shall not apply to liability incurred by the **policyholder** for

i) **damage** to the contents of a **vehicle** belonging to a customer of the **policyholder**

ii) **damage** to visitors' directors' partners' or **employees** personal effects including motor vehicles and their contents provided that such motor vehicles are not in the custody or control of the **policyholder** for the purposes of **repair servicing or maintenance**

- 2 Bodily **injury** and mental **injury** to an **employee** arising out of or in the course of his employment by the **policyholder**
- 3 **injury** or **damage** which results from any deliberate act or omission of the **policyholder** his partners directors or managerial **employees** and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
- This Exception shall also apply in respect of any deliberate act or omission of any other person claiming indemnity but only so far as indemnity to such person is concerned
- 4 **injury** or **damage** caused by or resulting from the driving of or use of a **vehicle**
- a) on a road or public highway within the meaning of the Road Traffic Acts
 - b) elsewhere than in or on the **premises** or on land belonging to or in the custody or control of the **policyholder** (other than the private premises of the **policyholder** or any director partner or **employee**) or any other place at which the **policyholder** is engaged in the course of the **business** not being premises belonging to or in the custody or control of the **policyholder** and not being a road or public highway within the meaning of the Road Traffic Acts
- 5 **Damage** to or the cost of recalling removing repairing or replacing **products** arising from a defect in or an error in connection with the sale supply or presentation of such **products** and all consequential losses flowing therefrom
- 6 Any liability for
- a) any amount in respect of liquidated damages fines or penalties
 - b) **injury** or **damage** caused by **products** which attaches solely because of a contract
- 7 **injury damage** or pecuniary loss arising directly or indirectly from **pollution or contamination** of **buildings** or other structures or of water or land or of the atmosphere other than by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance** For the purpose of this Exception all **pollution or contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- 8 mental **injury** or fear of suffering bodily **injury** death disease or illness arising out of actual or suspected exposure to **asbestos asbestos dust** or **asbestos containing materials**
- 9 The cost of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any **property** or part thereof arising out of the presence of **asbestos asbestos dust** or **asbestos containing materials**
- 10 Liability which arises solely by virtue of an express guarantee warranty condition or indemnity given or accepted by the **policyholder** in connection with **products** supplied
- 11 Liability arising in connection with **products** supplied by the **policyholder** or with their knowledge for use in the United States of America or Canada
- 12 Liability arising from advice instruction consultancy design formula or specification provided or performed separately for a fee or under a separate contract
- 13 Liability arising from any work or any **products** supplied for and which to the **policyholders** knowledge (or the **policyholder** could be reasonably expected to know) was intended to be installed or incorporated in any
- a) aircraft or other aerial device
 - b) nuclear or petrochemical installation or structure
- 14 Liability arising from any work in or on any aircraft airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
- 15 Failure by equipment (including hardware or software) to correctly recognise any given date or to process **data** or to operate properly due to failure to recognise any given date.
- 16 claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with
- 1 any **cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**

- 2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any **data**, including any amount pertaining to the value of such **data**
- 3 failure of electronic, electromechanical data processing or electronically controlled equipment or **data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date

This exclusion shall not apply to claims

- a) for **injury**
- b) for physical damage to **property** and **vehicles**
- c) under Standard Extension **Data Protection Act** of Section 5 – Public / Products Liability

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident**

For the purposes of this exclusion the following defined terms shall apply:

Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility

Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**

Cyber incident

1 Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**

2 Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**

Section 6 – Terrorism

This Section is only operative if shown as such in the **schedule**

Definitions

Business interruption Loss resulting from interruption of or interference with the **business** carried on by **policyholder** at the **premises** as a result of **damage** to property used by the **policyholder** at the **premises** for the purposes of the **business**

Damage Accidental loss, destruction or damage

Terrorism Acts of persons acting on behalf of or in connection with any organization which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's Government in the United Kingdom or any other government de jure or de facto

A) What is covered

The cover provided under the Sections shown under the Terrorism Section of the **schedule** of this **policy** is extended to include **damage** to the property insured or **business interruption** where covered directly or indirectly caused by happening through or as a result of **terrorism** as hereinafter defined for the purposes of this Section 6 Terrorism only as:

B) What is not covered

The **insurers** will not pay for

(1) War Risks Exclusion

Any claims caused by or happening through riot civil commotion war invasion act of foreign enemy hostilities (whether war is declared or not) civil war rebellion revolution insurrection or military or usurped power

(2) Electronic Risks Exclusion

Any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- i) the alteration modification distortion corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) or
- ii) any alteration modification distortion erasure corruption of data processed by any such computer or other equipment or component or system or item

whether the property of the **policyholder** or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism or hacking or phishing or denial of service attack**

(3) Excluded Property

Any losses directly or indirectly caused by or resulting from loss destruction or damage to any:

- i) property located outside England Wales and Scotland or in the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987
- ii) nuclear installation or nuclear reactor
- iii) property which is specifically excluded elsewhere in this Policy

(4) Motor exclusion

Any mechanically propelled vehicle or attached trailer

- i) elsewhere than in or on the **premises**
- ii) if insured by any other policy or where compulsory insurance or other security is required by any road traffic legislation

(5) Other insurances exclusion

Any property which is insured by or would but for the existence of this Section be insured by any form of transit aviation or marine policy

C) Conditions

These conditions of cover apply only to this Section. You must comply with the following conditions to have the full protection of this policy. Conditions may specify circumstances whereby non-compliance will mean that the **policyholder** will not receive payment for a claim. However the **policyholder** will be covered and the **insurers** will pay your claim if the **policyholder** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1) Proof of cover

In any action lawsuit or other proceedings or where the **insurers** state that any loss damage costs or expense is not covered by this Terrorism Section it will be the **policyholders** responsibility to prove that they are covered

2) Limitation of liability

The **insurers** liability for all losses from any one event and in total in any one **period of insurance** will not exceed

- i) the total sum insured or
- ii) for each item its individual sum insured or
- iii) any other limit of liability

whichever is the less as stated within the sections applicable shown in the Terrorism Section of your **schedule**

Policy Conditions – applicable to all sections of your policy

These conditions apply throughout the **policy**. Each Section will have their own conditions which apply throughout or to specific parts of the Section and need to be read in conjunction with (and override where applicable) the **policy** conditions.

The **policyholder** must comply with the following conditions to have the full protection of this **policy**. If the **policyholder** does not comply then **insurers** may at their option take one or more of the following actions

- 1 Cancel this **policy**
- 2 Declare this **policy** void (treating this policy as if it had never existed)
- 3 Change the terms of this **policy**
- 4 Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

Condition 1 Reasonable precautions

The **policyholder** must

- a) maintain the **premises** machinery vehicles plant and equipment in a satisfactory state of repair
- b) take all reasonable precautions for the safety of the property insured
- c) take all reasonable precautions to prevent loss destruction damage accident injury illness or disease
- d) comply with all statutory requirements and other safety regulations imposed by any authority
- e) keep books with a complete record of purchases and sales
- f) take all precautions to minimise the costs of claims or legal proceedings
- g) take all reasonable precautions in the selection of employees and sub contractors.

If required by the **insurers** the **policyholder** must allow access to their **premises** and or activities of the **policyholders business** to carry out inspection or survey. The **policyholder** must complete any risk improvements that **insurers** ask for within a reasonable period of time advised by the **insurers**.

If the **policyholder** does not comply with this condition the **policyholder** will not be covered and the **insurers** will not pay the **policyholders** claim.

Condition 2 Change in risk

The **policyholder** must tell the **insurers** as soon as possible during the **period of insurance** of any change

- a) to the **business**
- b) to the **premises**
- c) in the person firm company or organisation shown in the **schedule** as the **policyholder**
- d) to the information the **policyholder** provided to the **insurers** previously or any new information that increases the risk of injury loss damage or liability as insured under any Section of this **policy**.

This **policy** will come to an end from the date of the change unless **insurers** agree in writing to accept an alteration

The **insurers** do not have to accept any request to vary the **policy**. If the **policyholder** wishes to make any alteration to their **policy** they must disclose any change to the information they previously provided or any new information that could affect this insurance. If the **insurers** accept any variation to this **policy** an increase in the premium or different terms or conditions of cover may be required by the **insurers**.

Condition 3 Claims notification

The **policyholder** must

- a) as soon as practical
 - i) give the **insurers** notice of any circumstances which might lead to a claim under this **policy**
 - ii) give the **insurers** all the information they request
- b) immediately
 - i) on receipt send to the **insurers** every letter court order summons or other legal document served upon the **policyholder**
 - ii) tell the **insurers** about any prosecution inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under this **policy**
- c) notify the police of any **damage** that has been caused by malicious persons thieves rioters strikers or vandals.

If the **policyholder** does not comply with this condition the **policyholder** will not be covered and the **insurers** will not pay the **policyholders** claim

**Condition 4
Claims procedures**

- a) The **policyholder** must take or allow others to take practical steps to prevent further injury loss or damage, recover property lost and otherwise minimise the claim.
- b) At the **policyholders** expense the **policyholder** must provide the **insurers** with
 - i) full details in writing of any injury **damage** and any further information or declaration the **insurers** may reasonably require
 - ii) any assistance to enable the **insurers** to settle or defend a claim
 - iii) details of any other relevant insurances.
- c) The **policyholder** may not accept negotiate pay settle admit or repudiate any claim without the **insurers** written consent.
- d) Following a claim the **policyholder** must allow the **insurers** or anyone authorised by them
 - a) access to **premises**
 - b) to take possession of or request delivery to the **insurers** of any property insured.
- e) The **policyholder** may not abandon any property to the **insurers**
- f) The **insurers** will be allowed complete control of any proceedings and settlement of the claim

If the **policyholder** does not comply with this condition the **policyholder** will not be covered and the **insurers** will not pay the **policyholders** claim

**Condition 5
Fraud**

The **policyholder** and anyone acting for the **policyholder** must not act in a fraudulent way

If the **policyholder** or anyone acting for the **policyholder**

- a) knowingly makes a fraudulent or exaggerated claim under this **policy**
- b) knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine) or
- c) knowingly submits a false or forged document in support of a claim (whether or not the claim itself is genuine)

Insurers will

- i) refuse to pay the claim
- ii) declare the **policy** void from the date of the fraudulent act without any refund of premiums

The **insurers** may also inform the police of the circumstances

**Condition 6
Discharge of liability**

The **insurers** may pay the limit of indemnity or the sum insured (after deducting any sum already paid) or any lesser amount for which any claims against the **policyholder** can be settled. The **insurers** will be under no further liability with regards to the claim except for costs incurred prior to the date of payment.

**Condition 7
Other insurances**

If at the time of any **damage to property** hereby insured there is any other insurance effected by or on behalf of the **policyholder** covering such **property** the liability of the **insurers** under this **policy** shall be limited to their rateable proportion of such **damage**

If any such other insurance shall be subject to any Underinsurance Clause this **policy** if not already subject to the Underinsurance Clause shall be subject to the Clause in like manner

If any other insurance effected by or on behalf of the **policyholder** is expressed to cover any of the **property** hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this **policy** either in whole or in part or from contributing rateably to the **damage** the liability of the **insurers** hereunder shall be limited to such proportion of the **damage** as the sum hereby insured bears to the value of the **property**

If the liability which is the subject of a claim under this **policy** is or would but for the existence of this **policy** be insured under any other insurance the **insurers** shall not be liable under this **policy** except to the extent of any excess beyond the amount payable under such other insurance had this **policy** not been effected

This condition does not apply to Sections 3B - Personal Accident (Assault)

**Condition 8
Assessment of premium**

The premium has been partly calculated on estimates supplied by the **policyholder** who will keep an accurate record of information on matters for which estimates have been given which shall be available to the **insurers** for inspection Before expiry of each **period of insurance** the **policyholder** shall supply the **insurers** with a true statement of the particulars necessary for assessment of premium for the renewal of the **policy** Failure to supply such particulars shall entitle the **insurers** to estimate if they so wish to calculate the payment for the renewal of the **policy** from such estimated particulars

**Condition 9
Cancellation**

- a) The **policyholder** may cancel this **policy** within 14 days of receiving the **policy** in the first **period of insurance** if for any reason the **policyholder** is dissatisfied or the **policy** does not meet their requirements.
- b) the **policyholder** may cancel this **policy** at any time if the **business** is sold by the **policyholder** or the **policyholder** ceases trading or the **policyholder** sells all the property insured shown in the **schedule**.
- c) the **insurers** can cancel this **policy**
 - i) at any time by giving 14 days written notice to the **policyholders** last known address
 - ii) immediately without giving the **policyholder** notice if the premium has not been paid to the **insurers**.

Where this **policy** is cancelled in accordance with any of the above provisions, the **insurers** will refund part of the premium paid proportionate to the unexpired **period of insurance** following cancellation provided that no claim has been paid or is outstanding in the current **period of insurance**.

Cancellation of this **policy** will not affect any claims or rights the **policyholder** or the **insurers** may have before the date of cancellation.

The **insurers** do not have to offer renewal of this **policy** and cover will cease on the expiry date.

**Condition 10
Consumer credit
termination**

If the **policyholder** fails to pay a premium instalment to the **insurers** on the date due, this will result in this **policy** being cancelled from the date the missed instalment was due. The **policyholder** will not be entitled to any return of premium where this happens.

If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance** the annual premium remains due in full.

If the annual premium is not paid in full the **insurers** may take any outstanding instalments from any claim payment that may be due to the **policyholder** or payable on the **policyholders** behalf

**Condition 11
Fair presentation of
risk**

The **policyholder** has a duty to make a fair presentation of the risk which they wish to insure. This applies prior to the start of this **policy** if any variation is required during the **period of insurance** and prior to each renewal.

If the **policyholder** does not comply with this condition then

- a) If the failure to make a fair presentation of the risk is deliberate or reckless the **insurers** can elect to make this **policy** void and keep the premium. This means treating the **policy** as if it had not existed and that the **insurers** will not return the **policyholders** premiums, or
- b) If the failure to make a fair presentation of the risk is not deliberate or reckless and the **insurers** would not have provided cover had the **policyholder** made a fair presentation, then **insurers** can elect to make this **policy** void and return the **policyholders** premium, or
- c) If the failure to make a fair presentation of the risk is not deliberate or reckless and the **insurers** would have issued cover on different terms had the **policyholder** made a fair presentation of the risk then **insurers** can:
 - i) reduce proportionately any amount paid or payable in respect of a claim under this **policy** using the following formula. The **insurers** will divide the premium actually charged by the premium which the **insurers** would have charged had the **policyholder** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and or
 - ii) treat this **policy** as if it had included the different terms (other than payment of the premium) that the **insurers** would have imposed had the **policyholder** made a fair presentation.
- d) Where the **insurers** elect to apply one of the above then
 - i) if **insurers** elect to make this **policy** void this will be from the start of the **policy** or the date of variation or from the date of renewal
 - ii) **insurers** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **policy** or the date of variation or from the date of renewal
 - iii) **insurers** will treat the **policy** as having different terms imposed from the start of the **policy**, or the date of variation or from the date of renewal

depending on when the failure to make a fair presentation occurs.

**Condition 12
Arbitration**

This condition does not apply to Section 3B – Personal Accident (Assault) and Section 4 – Employers Liability and Section 5 – Public Liability

If **insurers** admit liability and the **policyholder** disagree with the amount to be paid it will be referred to an arbitrator who is jointly appointed the **policyholder** will not be able to take action against the **insurer** over this disagreement until the arbitrators have made their award.

**Condition 13
Subrogation**

This condition does not apply to Section 3B – Personal Accident (Assault) and Section 4 – Employers Liability and Section 5 – Public Liability

The **insurers** will be entitled to undertake in the **policyholders** name or on the **policyholders** behalf

- a) the defence or settlement of any claim
- b) steps to enforce rights against any other party before or after payment is made by the **insurer**.

**Condition 14
Sanctions**

This contract of insurance is subject to sanction prohibition or restriction under United Nations resolutions. It is a condition of this **policy** that the **insurers** will not provide cover or pay any claim or provide any benefit under this **policy** to the extent that the provision of such cover payment of such claim or provision of such benefit would expose the **insurers** or their parent subsidiary or any AXA group member company to any trade or economic sanctions or violate any laws or regulations of the United Kingdom the European Union the United States of America or any other territory.

Policy Exceptions - applicable to all sections of your policy

This **policy** does not cover

**POLICY SECTION OR
SECTION TO WHICH
EXCLUSION APPLIES**

Exception 1 Radioactive contamination	<p>Damage to any property or vehicle or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from</p> <p>a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel</p> <p>b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof</p> <p>but in respect of injury to employees under Section 4 - Employers Liability this Exception shall apply only when the policyholder under a contract has either undertaken to indemnify or to assume the liability of another party in respect of such injury</p>	ALL SECTIONS
Exception 2 Excess	The first £500 of each claim	SECTION 1
Exception 3 Northern Ireland	Any loss, damage or consequential loss in Northern Ireland whether directly or indirectly caused by resulting from or in connection with riot civil commotion and (except by fire or explosion) strikers locked-out workers people taking part in labour disturbances or malicious people.	ALL SECTIONS EXCEPT 4 EMPLOYERS LIABILITY 5 PUBLIC LIABILITY AND 6 TERRORISM
Exception 4 Terrorism	<p>Damage cost or expense or any consequential loss directly or indirectly caused by resulting from or in connection with</p> <p>a) any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss</p> <p>b) any action taken in controlling preventing suppressing or in any way relating to any act of terrorism.</p> <p>If the insurers allege that any damage cost expense or consequential loss is not covered by this policy the burden of proving the contrary will be with the policyholder.</p> <p>If any portion of this exclusion is found to be invalid or unenforceable the remainder will remain in full force and effect.</p>	ALL SECTIONS EXCEPT 4 EMPLOYERS LIABILITY 5 PUBLIC LIABILITY AND 6 TERRORISM
Exception 5 Sonic boom	<p>Damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds</p>	ALL SECTIONS EXCEPT 4 EMPLOYERS LIABILITY AND 5 PUBLIC LIABILITY
Exception 6 War risk	<p>(a) In respect of all Sections other than:</p> <p>Section 4 – Employers Liability Section 5 – Public Liability Section 6 – Terrorism</p> <p>Any claims caused by or happening through war invasion act of foreign enemy, hostilities (whether war is declared or not) civil war civil rebellion warlike operations revolution insurrection or military or usurped power confiscation nationalisation requisition seizure or destruction or damage to property by or under the order of any government or public or local authority</p>	ALL SECTIONS EXCEPT 4 EMPLOYERS LIABILITY 5 PUBLIC LIABILITY AND 6 TERRORISM

(b) In respect of:

Section 5 – Public Liability

Any loss, damage or liability caused by, or happening through, war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition, or loss of or damage to property by or under the order of any government or public or local authority.

Exception 7 Depreciation	Depreciation wear and tear or mechanical electrical electronic or computer failures or breakdown of a vehicle or forecourt facilities	SECTION 1
Exception 8 Tyres	Damage to tyres by application of brakes or by punctures or bursts	SECTION 1
Exception 9 Diminution in value	Diminution in value following repair of a vehicle other than in respect of Section 1- Property sub section B) Additional Cover New vehicle concession policyholder's own vehicles	SECTION 1
Exception 10 Ships and craft	injury or damage arising out of the use of or caused by any craft designed to travel in on or through water air or space (other than hand propelled craft) or any motor vehicle which is owned by or in the possession of or being used by or on behalf of the policyholder	SECTION 5
Exception 11 Defective work	The cost of rectifying defective work	SECTION 5
Exception 12 Pollution or contamination	Damage caused by pollution or contamination This does not exclude damage to the property insured not otherwise excluded	SECTION 1 and 2

How to make a claim

To make a claim phone 0370 900 1753

Please have your **policy** number to hand when calling. You must refer to the Policy Conditions section of your **policy** for full information.

Claim Notification

Conditions that apply to this **policy** in the event of a claim are set out in the Policy Conditions pages of this **policy**. It is important that you comply with all Policy Conditions and you should familiarise yourself with their requirements.

Instructions for claim notification are included in the Policy Conditions section. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The claims conditions require you to provide us with any reasonable assistance and evidence that we may require concerning the cause and value of any claim. Ideally as part of your initial claim notification you should provide:

- Your name address and contact phone number(s)
- **Policy** number
- The date of the incident
- The cause of the loss or **damage**
- Address where the loss took place together with an estimated claim value if available
- If the claim involves personal injury the names and addresses of the parties involved including details of injuries and names and addresses of any witnesses (if known)

This information will enable us to make an initial evaluation on **policy** liability. We may however request additional information depending on circumstances and estimated claim value. Sometimes we may wish to meet with you to discuss the circumstances of the claim to inspect the **damage** or to undertake further investigations.

We take pride in the claims service we offer to our customers and we have developed a network of contractors repairers and product suppliers dedicated to providing claim solutions.

Complaints Procedure

What to do if you have a complaint

AXA Insurance aims to provide the highest standard of service to every customer.

If our service does not meet your expectations we want to hear about it so we can try to put things right.

All complaints we receive are taken seriously. Following the steps below will help us understand your concerns and give you a fair response.

How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with. If **your** complaint relates to a claim on **your policy** please contact the department dealing with **your** claim at AXA Insurance. If **your** complaint relates to anything else please contact Howden UK Brokers Limited at the following address;

Compliance Officer
Howden UK Brokers Limited
2 Des Roches Square
Witan Way
Witney
OX28 4LE

When you make contact please tell us the following information:

- Name address and postcode telephone number and e-mail address (if you have one).
- Your **policy** and/or claim number and the type of **policy** you hold.
- The name of your insurance agent/firm (if applicable).
- The reason for your complaint.

Any written correspondence should be headed '**COMPLAINT**' and you may include copies of supporting material.

Beyond AXA

Should you remain dissatisfied following our final written response you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints about general insurance products.

The FOS can only consider your complaint if we have given you our final decision.

You have six months from the date of our final response to refer your complaint to the FOS. This does not affect your right to take legal action.

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Tel: 0800 023 4567*

Tel: 0300 123 9123**

Fax: 020 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

* free for people phoning from a 'fixed line' (for example a landline at home)

** free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Our promise to you:

We will

- Acknowledge written complaints promptly
- Investigate your complaint quickly and thoroughly
- Keep you informed of progress of your complaint
- Do everything possible to resolve your complaint
- Learn from our mistakes
- Use the information from complaints to continuously improve our service.

Telephone calls may be monitored and recorded.

The Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance size of the **business** and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

Your **policy** is administered by Road Runner, a trading name of Howden UK Brokers Limited

**3rd Floor Simpson House
6 Cherry Orchard Road
Croydon
Surrey
CR0 6BA**

Telephone: 03301 00 87 20

www.roadrunnerinsurance.co.uk

Underwritten by AXA Insurance UK plc
Registered in England and Wales No 78950
Registered Office: 20 Gracechurch Street,
London, EC3V 0BG
A member of the AXA Group of Companies

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

This can be checked on the FCA's register by visiting the FCA's website at: www.fac.org.uk/register or by contacting them on 0800 111 6768.

Telephone calls may be monitored and recorded

Road Runner is a trading name of Howden UK Brokers Limited, which is authorised and regulated by the Financial Conduct Authority No. 307663. Registered in England and Wales under company registration number 02831010. Registered Office: One Creechurch Place, London, EC3A 5AF. Calls may be monitored and recorded for quality assurance purposes