



THE COMPLETE MOTOR TRADER POLICY

CONTENTS

Introduction to your policy	1	Part C - Business interruption and loss of MOT licence	35
Making a claim	2	Definitions	35
General definitions	3	The cover	36
Part A – Motor	5	How we will settle your claim	36
Definitions	5	Clauses and conditions	37
Conditions and clauses	7	Extensions	37
The cover	8	Optional extensions	37
Uses and drivers	8	Part D – Legal liabilities	39
Exclusions	9	Definitions	39
Optional extensions	9	Exclusions	40
European and foreign use	9	Clauses and extensions	40
Demonstration	10	Section 1 – Public liability	42
Customer loan vehicles	10	The cover	42
Driving other vehicles	10	Exclusions	42
Section 1 – Third party liability	11	Extensions	43
The cover	11	Optional extensions	44
Extensions	12	Section 2 – Product liability and sales and service indemnity	46
Exclusions	12	The cover	46
Section 2 – Vehicles on the road and at the trade premises	13	Exclusions	46
Making a claim	13	Optional extensions	46
How we will settle your claim	13	Section 3 – Employers liability	47
Additional security requirements and exclusions	15	Definitions	47
Exclusions	15	The cover	47
A Vehicles on the road (road risks)	16	Optional extensions	48
The cover	16	Part E – Personal accident	49
Exclusions	16	Definitions	49
Optional extensions	17	The cover	50
B At the trade premises	18	Conditions	51
The cover	18	Exclusions	51
Conditions	18	Optional extension	52
Exclusions	19	Part F – Vehicles and goods in transit	53
Extensions	19	Definitions	53
Optional extensions	19	The cover	54
Section 3 – Conversion	20	How we will settle your claim	54
The cover	20	Conditions	55
How we will settle your claim	20	Exclusions	56
Conditions and requirements	20	Additional security requirements and exclusions	56
Section 4 – Drivers personal accident	21	Optional extension	57
Definitions	21	General conditions	58
The cover	22	General exclusions	67
Condition	22	Important information	71
Exclusions	22	Supplying information and making changes	71
Part B – Material damage	23	Privacy notice	72
Definitions	23	Motor Insurance Database	75
Section 1 - Buildings, contents and stock	25	Complaints	75
The cover	25	Financial Services Compensation	76
How we will settle your claim	25		
Clauses and conditions	27		
Exclusions	28		
Extensions	29		
Optional extensions	31		
Section 2 - Money, credit cards and assault	33		
Money	33		
Business credit cards	34		
Assault	34		

INTRODUCTION TO YOUR POLICY

Thank you for choosing The Complete Motor Trader from Tradex Insurance Company Limited to provide insurance protection for your motor trade business.

This policy is a legal contract which is based on the information you supplied when you applied for this insurance. We rely on that information when we decide what cover to provide and how much you will pay. It is therefore essential that all the information given to us is complete and accurate and that you have not withheld or misrepresented any facts and circumstances which will affect your insurance. It is also important that, throughout the life of this policy, you tell us immediately if there are any changes to the information already given. See General Condition 8 'Notifying changes and non-compliance' and the list given on page 71 for more information about what should be notified to us and when. If you are not sure whether something is important or relevant please tell us anyway as failure to do so may invalidate your insurance, result in it not operating fully or a claim payment being reduced.

The policy, together with your schedule, certificate of motor insurance and any endorsements that apply sets out the insurance protection being provided in return for your premium. It also tells you how to make a claim and how to contact us.

This policy may be insured by more than one insurer or co-insurer. The schedule will show this and detail who the insurers or co-insurers are.

The subscribing insurers' obligations under this contract of insurance are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Please read all the documents carefully and keep them in a safe place. You will see that certain words and phrases which have specific meanings have been defined and are in bold type throughout your policy. If you find any errors in any of the documents, please tell us immediately so that we can make the necessary changes. We recommend that you keep a copy or record of all information you give to us, your broker or agent.



Mark Summerfield

Chief Executive Officer

Tradex Insurance Company Limited



MAKING A CLAIM

When advising a claim or contacting a helpline, please give your name, policy number and full details of your claim.

Motor incidents

As soon as you can, please telephone the First Response Helpline on 0333 313 3131 or from abroad +44 (0)1708 729510

To make the claims process easier for you, the claims team will either text you or call you with a claim reference number and their contact details.

Please note

- So as not to prejudice your claim, you must report all incidents to us within the timescales set out in General Conditions 1 and 2 (see page 58). In any event, all claims must be reported to us within 48 hours of your becoming aware of any circumstance which may give rise to a claim.
- If a camera, digital CCTV recording system and/or telematics is fitted to your vehicle you must provide us with all records, footage and/or memory cards as soon as is practicable
- You must report every incident as promptly as possible even if there is no damage to your vehicle or you were not at fault.
- If the vehicle has been stolen, you must upon discovery
 - advise the police and inform us of the crime reference number
 - and if applicable, the vehicle tracing company.
- We will require full details of the incident including the names and addresses of everyone involved including your passengers and any witnesses.
- You must send us, unanswered, every writ, summons, documents relating to proceedings or other communication about the claim from any other third party as soon as you receive it.
- You must tell us in writing as soon as is practicable when you or your legal representatives become aware of any prosecution, inquest or fatal accident inquiry involving anyone covered by this policy and include any related documents.
- All claims for injury or non injury can be reported directly to insurers by solicitors or other representatives acting on behalf of people making a claim against you.
- Where we are notified of the claim by someone other than you, we will contact you. If you do not respond to us within 48 hours of our contact with you, and provide full details of the incident, we will make a decision on liability based on the information supplied by the third party or their representative. This could affect your entitlement to a no claims discount and result in the premiums you are asked to pay in the future being increased.
- Send all documentation requested to
Tradex Claims Department, 7 Eastern Road, Romford RM1 3NH.
email: firstresponse@tradex.com

Windscreen

If you have cover, please telephone 0330 124 6546 at any time for both repairs and replacement.

Please note

- If you choose not to use our approved repairer to carry out a repair or replacement to the windscreen you will have to pay an additional excess of £50 for a replacement or £10 for a repair carried out by another supplier unless this is with our prior agreement.

GENERAL DEFINITIONS

*The words and phrases shown in **bold** have the same meaning wherever they appear in the policy. They are either defined below or more specifically elsewhere in this policy.*

Accessories	For the purposes of this part of the policy , accessories include <ol style="list-style-type: none"> any additional and supplementary equipment fitted to the vehicle safety equipment, child car seats and any parts kept in or on the vehicle the maker's tool kit.
Act of terrorism	An act or threatened act as set out in the Terrorism Act 2000 and which is <ol style="list-style-type: none"> carried out by any person or group(s) of persons whether acting alone, on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or other similar purposes including the intention to influence any government and/or to intimidate the public or any section of the public and which involves any serious violence, damage to property or disruption to or interference with an electronic system, any risk to health or safety or which endangers life.
Additional occupation	Any occupation and/or business activity in the United Kingdom not related to your business .
Alarm	An electronic vehicle alarm which provides an audible warning of interference with <ol style="list-style-type: none"> either the vehicle's perimeter or ignition and detects movement in the passenger compartment the vehicle's goods compartment and/or trailer.
Asbestos	Asbestos and any derivative of asbestos including products or materials containing any asbestos fibres or particles in any form.
Business	The business which you operate in the United Kingdom as shown in the schedule .
Business hours	The hours during which your trade premises are occupied for business purposes by you or an authorised employee .
Business vehicle(s)	Any vehicle owned, registered, leased or hired under a hire purchase agreement to the business , declared to us and the Motor Insurers Database .
Certificate of motor insurance	Evidence of the existence of motor insurance as required by law.
Claim	A claim or series of claims arising out of one incident or event.
Computer Network	A group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
Computer System	Any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
Data	Information used, accessed, processed, transmitted or stored by a Computer System .
DVA	The Driving and Vehicle Agency Northern Ireland.
DVLA	The Driving and Vehicle Licensing Authority. Note: For details of information held about you by the DVLA or DVA , go to www.dvla.gov.uk or, if applicable, www.nidirect.gov.uk .
Employee	A person who, under the terms of the Employers' Liability (Compulsory Insurance) Act 1969, has entered into or works under a contract of service or apprenticeship with the business whether the contract is expressed or implied, oral or in writing including anyone <ol style="list-style-type: none"> hired or lent to you or borrowed by you supplied to you or employed by you under your control or supervision who is self employed and working under your control or supervision who is a prospective employee whose suitability for employment is being assessed by you.
Endorsement	Any variation to the printed terms of this policy as shown in the schedule .
Excess(es)	The amount(s) and/or any percentages shown in the policy and/or schedule which will be deducted from each claim paid.
Family	Your spouse , your own, adopted, foster or step children, parents and any relatives living permanently with you .



FCA	The Financial Conduct Authority. <i>Note: Information on regulated companies can be obtained either by calling the FCA Consumer Helpline on 0800 111 6768 or by visiting their website www.fca.org.uk.</i>
Home	Your permanent private residence in the United Kingdom which is not part of, or connected to, and is not used as your trade premises .
Immobiliser	A passively set vehicle immobiliser which isolates either a minimum of two operating circuits or systems or at least one operationally relevant vehicle control unit with coded intervention.
Indirect loss(es)	Any loss, charge or cost not directly caused by the event leading to a claim including but not limited to loss of market, loss of contract, loss of use, monetary devaluation or any other similar economic loss.
Injury	Bodily injury , illness, disease and/or nervous shock.
IPT	Insurance Premium Tax.
MID	Motor Insurance Database.
Period of insurance	The period stated in the schedule , for which you have paid and we have accepted the premium.
Policy	This document, schedule , endorsements and, if applicable, the certificate(s) of motor insurance read together and any word or expression to which a specific meaning has been given having the same meaning wherever it appears.
Policyholder	The business and/or person(s) named as the policyholder in the schedule .
Road rage	A deliberate act by the driver or passenger of a motor vehicle which is intended to intimidate, cause harm to other people and/or damage to their vehicles or property
Road Traffic Act(s)	The compulsory motor insurance provisions of any road traffic acts, laws or regulations which govern the driving or use of any motor vehicle in the United Kingdom .
Schedule	The document which gives details of the policyholder , driver, the period of insurance , sums insured , endorsements applicable, excesses and the cover in force.
Spouse	Your husband, wife, civil partner (as defined in the Civil Partnership Act 2004) or someone you are living with as if you are married to them.
Subcontractor	A person or business in the United Kingdom which has a contract, as an independent contractor and not as an employee , with your business to provide some portion of the work or services which you have agreed to perform.
Sum(s) insured/ indemnity limit	The specific amount(s) or indemnity limit(s) shown in the schedule which set out the policy's financial limits.
Territorial limits	The United Kingdom unless defined more specifically in any part or section of the policy or stated otherwise in the schedule .
Total loss	Where the vehicle i) has been damaged beyond economic repair or ii) was stolen but not recovered.
Trade premises	The permanent trading address(es) shown in the schedule from which you conduct the business .
Tradex	Tradex Insurance Company Limited. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Register number 202917. Registered Office, 7 Eastern Road, Romford, Essex RM1 3NH. Registered number 2983873.
Trailer	For the purposes of this policy , a trailer includes a semi-trailer, tandem trailer, mobile equipment, goods carrying container or other object which can be towed but which cannot itself be driven.
Unattended	No-one being in, on or in a position to prevent any unauthorised interference with any contents and/or goods in transit.
United Kingdom	For the purposes of this policy , the United Kingdom includes the Channel Islands and the Isle of Man.
We/us/our/the insurer	Tradex or any other insurer more specifically defined in any operative part of this policy or shown in the schedule .
You/your	The policyholder and any other person permitted in the schedule and/or the certificate of motor insurance to drive or use the vehicle .

PART A – MOTOR

Your schedule will show which sections of this part of the policy are in force.

SPECIFIC DEFINITIONS

Where any specific definition here is the same defined term as defined in the General Definitions then the section specific definition only, applies for this section of the policy.

Agricultural vehicle	Any tractor or similar vehicle used for farming, gardening, animal care, forestry or snow clearance including the hauling of materials to deal with frost, ice, snow and animal feed and bedding.
Articulated vehicle	A goods carrying vehicle made up of a power unit and one semi-trailer or tandem trailer .
Car	A private passenger vehicle with a maximum carrying capacity of 9 persons including the driver.
Coach	A vehicle with a seating capacity of 17 passengers or more which may be pre-booked for specific journeys or which is operated as a scheduled bus service.
Commercial vehicle	A vehicle used for commercial purposes including but not limited to articulated vehicles , agricultural vehicles , coaches , horseboxes, tankers and vehicle transporters.
Customers' property	Property in customer vehicles for which you have a legal liability.
Customer vehicles	Those vehicles and/or trailers in the custody and/or control of the business for repair, overhaul, upkeep, testing, alteration, restoration, cleaning, recovery, collection, delivery or storage and for which you have accepted responsibility.
Dangerous goods	Liquid or solid substances and articles containing them that have been tested and assessed against internationally agreed criteria and found to be potentially dangerous/hazardous when carried including but not limited to <ul style="list-style-type: none"> i) high explosives ii) inflammable liquids iii) chemicals or gases in liquid, compressed and/or gaseous forms iv) dangerous substances, goods or loads requiring <ul style="list-style-type: none"> a) a police licence and/or b) to be carried in accordance with specific regulations or legislation.
DVA	The Driving and Vehicle Agency Northern Ireland.
DVLA	The Driving and Vehicle Licensing Authority.
Green card	The document which provides proof that you have the minimum insurance cover required by law to drive the vehicle outside the United Kingdom .
Imported vehicle	A vehicle which may have been registered in but was not originally built to be sold in the United Kingdom .
Invalid form of transport	A powered wheelchair or mobility scooter.
In-vehicle equipment	Any in-vehicle entertainment system (including cassettes, compact discs DVDs and films), camera, digital CCTV recording, telematics, data transmission, communication and satellite navigation equipment, CB and two-way radio whilst permanently fitted to the vehicle or specifically designed to be removable or partly removable and which cannot function independently of the vehicle .
Keys	Any key , fob, entry card or other device or keyless entry system used to access and/or start the vehicle and/or trailer .
Market value	The current cost of replacing the vehicle with a comparable one of similar type and condition.
Minibus	A motor vehicle constructed or adapted to carry more than 8 but not more than 16 passengers in addition to the driver.



Moped	A motorcycle with a maximum design speed not exceeding 30mph, weighing no more than 250kg and with an engine of 50cc or less, or a continuous power output of 4KW or less. The definition also includes a motorcycle that can be moved by pedals if first used before 1 August 1977.
Motorcycle	A mechanically propelled vehicle, <i>not being an invalid form of transport or a moped</i> , with fewer than four wheels, the unladen weight of which does not exceed 410kg.
Permanently owned vehicles	Those business vehicles and personally owned vehicles and which fall within scope of the description of vehicles in the schedule and/or on the certificate(s) of motor insurance issued under this policy , <i>excluding stock vehicles and customer vehicles</i> .
Personal effects	For the purposes of this part of the policy , personal effects include but are not limited to clothing, handbags, wallets, briefcases, watches, jewellery and pedal cycles.
Personally owned vehicle(s)	A vehicle personally registered, leased or hired under a hire purchase agreement to the policyholder or to an employee , director or partner of the business or a spouse and specifically insured by this policy .
Plant and equipment	Electrical, mechanical and/or hydraulic plant and associated equipment permanently fixed to a permanently owned vehicle not supplied as original equipment by the manufacturer.
Quad bike	An off-road ride-on vehicle with four large wheels designed for agricultural and recreational use.
SORN	The Statutory Off Road Notification to the DVLA of a vehicle registered in Great Britain or Northern Ireland.
Standard vehicle	Any <ul style="list-style-type: none">i) car which has an ABI (Association of British Insurers) group rating of less than 15 in a 1 to 20 scale or 28 or less in a 1 to 50 scaleii) commercial vehicle with a gross vehicle weight of less than 3.5 tonnesiii) moped. <p><i>Note: ABI groups can be found at https://www.thatcham.org/what-we-do/security/my-vehicle-search/.</i></p>
Stock vehicles	Those untaxed vehicles temporarily owned by or in the custody or control of the business specifically for sale and/or demonstration to prospective purchasers.
Tanker	A road vehicle constructed to carry bulk liquid, gas, grain, foodstuffs or dangerous goods .
Trade value	The value of a vehicle as ascertained from the standard trade guides less any discounts available to the motor trade.
Vehicle	Any motor vehicle described which falls within scope of the description of vehicles in the schedule and/or on the certificate(s) of motor insurance issued under this policy including any permanently fitted accessories , in-vehicle equipment , declared plant and equipment and/or declared modifications <i>but excluding vehicle carcasses</i> .

SPECIFIC CONDITIONS AND CLAUSES

1 No claim bonus

We will, if applicable and depending on the number of **claims** arising during each twelve month **period of insurance**, increase or reduce the annual renewal premium in accordance with the bonus scale which applies at the time. The percentage discount which the bonus represents is **our** standard bonus scale published on **our** website. The bonus allowance will be at **our** sole discretion and **we** may reduce **your** bonus if **we** are still investigating a **claim** at renewal.

If **we** have not received proof of **your** no claim bonus from **your** current or previous insurer within 30 days of cover incepting, **we** may, at **our** option charge an additional premium and/or cancel the **policy**.

Where **you** have protected **your** no claim bonus and **you** have made a **claim** during the **period of insurance** **we** may, at **our** option, increase **your** premium at renewal.

Both standard and protected no claim bonuses cannot be

- i) earned if the **period of insurance** is less than twelve months
- ii) transferred to another person or business
- iii) transferred to another **vehicle** following a **total loss** unless **we** agree otherwise.

When calculating the applicable no claims bonus, **we** will disregard those **claims** where **we** are able to make a full recovery of **our** outlay.

2 Emergency, medical and overnight expenses

If **you** or any passenger in **your vehicle** is injured as a direct result of an **accident**, **we** will

- i) reimburse **you** for any payments made for emergency treatment under any **Road Traffic Act** (if this is the only payment **we** make, **your** no claims bonus will not be affected)
- ii) pay up to
 - a) £250 per injured person and £1,000 in all for medical expenses *other than physiotherapy treatment, arising from the accident*
 - b) £250 per injured person and £1,000 in all for treatment from a chartered physiotherapist provided that **we** have agreed the course of treatment in advance
 - c) £250 in total towards necessary overnight hotel expenses incurred by the driver and passengers in **your vehicle** if it cannot be driven after an insured **accident** or loss.

3 Condition of vehicles and/or trailers

If the condition of a **vehicle** and/or a **trailer other than a customer vehicle** causes or contributes to an **accident**, cover will be restricted to **our** liability under the **Road Traffic Acts**. **We** reserve the right to recover any costs from **you**, the driver or any other party who may have caused the condition of the **vehicle**.

4 CCTV and telematics

Where **your schedule** shows that **you** are required to or elected to have a camera, digital CCTV recording system and/or telematics fitted in or to a **vehicle**, **you** must

- i) ensure that these
 - a) have been installed and are being used in accordance with the manufacturers' requirements and instructions for their correct operation
 - b) have their functionality checked in accordance with the manufacturers' recommendations at least annually
 - c) are fully operational and activated at all times
- ii) keep all maintenance contracts and/or service subscriptions in force
- iii) within 48 hours of any incident or event which may give rise to a **claim**, provide **us** with all records, footage and/or memory cards relating to it.



THE COVER

Unless more specific cover is shown in the **schedule** or elsewhere in the **policy**, we will insure you whilst any

- i) **permanently owned vehicle**
- ii) **vehicle** or **trailer** being towed by or transported in or on a **permanently owned vehicle**
- iii) **customer vehicle** or **stock vehicle** held in trust by you or in your custody or control is being driven or used in the **United Kingdom** in connection with your **business** and/or any declared **additional occupation** by you or a person named in the schedule as entitled to drive and is
 - 1 on a highway, road or other area to which the public have access
 - 2 temporarily parked in the course of a journey
 - 3 garaged or parked at the **trade premises** or **home**

but not

 - a) at **subcontractors'** premises for work to be carried out
 - b) **stock vehicles** at customers' premises
 - c) at car lots or auctioneers' premises for demonstration or sale
 - d) at any dock, terminal, freight forwarder's or other premises for import or export.

USES AND DRIVERS

The **vehicle** is covered only if it is being driven and/or used by the persons and in the way specified in the **schedule** and/or on the **certificate(s) of motor insurance**.

Use exclusions

The following uses are not covered unless specifically shown as included in your certificate of motor insurance and/or your schedule

- i) *hiring or letting out your vehicle in return for money or reward*
- ii) *carrying and transporting passengers other than*
 - a) where a mileage allowance is paid to you for official or agreed **business** duties or for the performance of a social service
 - b) car-sharing agreements involving the use of a **car** for social or similar purposes provided that you make no profit from what you are paid for the journey
- iii) *the carriage of goods for money*
- iv) *demonstration purposes by a prospective purchaser*
- v) *use on a derestricted toll road including the Nurburgring Nordschleife or for racing, pace making, competitions, rallies, track days, trials or speed tests either on a road, track or off-road whether the event is officially organised or informally arranged*
- vi) *use of the vehicle outside the territorial limits unless a green card has been issued*
- vii) *any purpose connected with additional occupation(s)*
- viii) *the use of your certificate of motor insurance to secure the release of any motor vehicle seized by or on behalf of any government or public authority which is not your property or in your custody or control at the time of seizure*
- ix) *the use of stock vehicles and customer vehicles for social, domestic and pleasure purposes*
- x) *the use as a tool of trade of any vehicle or plant forming part of or attached to the vehicle and/or its attached trailer other than*
 - i) where its operation is a necessary requirement in the process of upkeep, overhaul, repair or demonstration
 - ii) where the vehicle is constructed for and is being used for breakdown or recovery services
- xi) *the performance of a contract for the movement, wheel-clamping, removal or recovery of vehicles resulting in loss of or damage to any vehicle not owned by you or your customers other than where you are operating on behalf of a recognised breakdown organisation or of a police, government or local authority approved by us in writing.*

Driver exclusions

This policy excludes any legal liability, death, injury, loss, damage or indirect loss occurring whilst a vehicle is being driven by you or by any person claiming indemnity under this policy.

- i) unless such person holds the relevant valid licence to drive the **vehicle** or held and is not disqualified or prohibited by law from holding or obtaining such a licence
- ii) who is not complying with the terms and limitations of their driving licence
- iii) who **we** are satisfied was, at the time, under the influence of any substance including but not limited to intoxicating liquor, substance or solvent abuse and/or a drug or drugs including those medically prescribed where the doctor and/or manufacturer has advised that the ability to drive may be impaired
- iv) who commits or attempts
 - a) suicide
 - b) wilful, deliberate or criminal damage including **road rage**
- v) which results in the driver of the **vehicle** being convicted of
 - a) racing, dangerous or reckless driving on a public highway
 - b) an offence involving drink or drugs
 or any equivalent offence under the law of any other country in which the **policy** is operative.
- vi) whose name is shown in the **schedule** under the young and inexperienced driver restrictions whilst using and/or driving a **vehicle** which
 - a) exceeds the maximum permitted engine capacity allowed against that driver's name
 - b) is fitted with a turbo charger, super charger or other device designed to increase engine performance
 - c) has been fitted with any equipment intended to enhance the **vehicle's** performance which was not fitted by the manufacturer as original equipment
 - d) which has an Association of British Insurers (ABI) group rating of either 16 or more (in a 1 to 20 scale) or 28 or more (in a 1 to 50 scale).

Optional extensions

Your schedule will show which of these optional extensions are in force.

1 European and foreign use

*You are required to carry your certificate of motor insurance and, if issued, your green card for all travel outside the **United Kingdom**.*

*This part of the **policy** does not provide cover in any country outside the **United Kingdom**.*

We may, if specifically requested before **you** travel, agree to extend the cover shown in **your** current **schedule** under Section 1 – Third Party Liability and/or Section 2 – Your Vehicle to include the driving or use of the **vehicle** outside the **United Kingdom** in any European Union Member country and Iceland, Norway, Switzerland and Liechtenstein. A revised **schedule** will be issued and **we** will, if necessary, issue **you** a **green card**.

Where **we** agree to extend the cover it will be for the applicable minimum third party indemnity required to comply with the relevant laws relating to the compulsory insurance of **vehicles** in that country, or as otherwise shown in **your schedule**.

The cover provided will be subject to

- i) each trip
 - a) being temporary and lasting no more than 45 days
 - b) starting and ending in the **United Kingdom**
- ii) the **vehicle** being
 - a) driven or used only for social, domestic and pleasure purposes unless stated otherwise in the **schedule**
 - b) registered in the **United Kingdom** and recorded on the **MID**
- iii) **you** and the driver being ordinarily resident in and **your business** as well as any **additional occupations** shown in the **schedule** being based the **United Kingdom**
- iv) **you** paying the required additional premium
- v) all the terms, conditions, exclusions, limitations and **excesses** of the **policy**.



Cover includes

- 1 transit by rail, air and sea (including loading and unloading) between the countries in which **you** have cover
- 2 the payment of any general average contribution, salvage and sue and labour charges incurred whilst the **vehicle** is being transported by sea between any of the countries for which **you** have cover provided that Section 2 – Your Vehicle is operative
- 3 the reimbursement of any customs duty **you** may have to pay arising directly as a result of an insured **claim**.

2 Demonstration - driving by unnamed prospective purchasers

We will indemnify **you** whilst any **business vehicle** or **stock vehicle** is being driven with **your** permission by a prospective purchaser who is

- i) not a member of **your family**
- ii) not employed by **you**
- iii) accompanied at all times by a person named in the **schedule** as entitled to drive for motor trade purposes
- iv) not entitled to indemnity under any other policy
- v) aged over 21 years

provided that

- a) all the terms and conditions of this **policy**, insofar as they can apply, are observed and fulfilled
- b) the driver has held the relevant valid full **United Kingdom** licence for at least 12 months and has not been disqualified from holding or obtaining such a licence
- c) the person named in the **schedule** accompanying the prospective purchaser travels in the front passenger seat during a demonstration and is not disqualified from holding or obtaining the relevant licence.

3 Customer loan vehicles

We will provide cover for **your** customers driving **business vehicles** whilst theirs are undergoing repair or being serviced by **you** or a **subcontractor** provided that

- a) the customer
 - 1 is driving with **your** permission
 - 2 is not entitled to indemnity under any other policy
 - 3 observes, fulfils and is subject to the terms and conditions of this **policy** in so far as they can apply
 - 4 has held the relevant full valid **United Kingdom** licence for at least 12 months
 - 5 is aged over 21 years
 - 6 is not employed in the motor trade
- b) the **vehicle** has been declared to **us** for inclusion on the **MID** and **we** have issued a **certificate of motor insurance** allowing its use by customers.

4 Driving other vehicles

We will extend the cover provided by this section of the **policy** to cover an incident involving a **vehicle** not insured by this **policy** whilst a driver named against this cover in the **schedule** is personally driving or using it with the permission of the owner for social, domestic and pleasure purposes in the **United Kingdom** provided that

- i) this is allowed by the current **certificate of motor insurance** and subject always to the limits, terms, conditions and exclusions of this section and the **policy** as a whole
- ii) the borrowed **vehicle** is
 - 1 registered, taxed, insured and recorded on the **MID** in the owner's name
 - 2 driven or used by **you** for no more than 7 consecutive days unless the **schedule** shows that **we** have agreed to an extended period
- iii) the borrowed **vehicle** is not
 - 1 owned by or hired to **you** under a hire purchase, self-drive hire, credit hire or lease agreement
 - 2 available to **you** on a regular basis

- 3 taken outside the **United Kingdom** without our written agreement
- 4 a **minibus, coach, quad bike** or any **vehicle** with a gross vehicle weight over 3.5 tonnes
- 5 being test driven or evaluated by **you**
- iv) **your permanently owned vehicle** is
 - 1 insured by this **policy**
 - 2 still owned by **you** and has not been sold or disposed of
 - 3 not the subject of a **total loss claim**
- v) there is no indemnity available under any other **policy**, *excluding any*
 - 1 **vehicle** being driven or used by a driver whose name is shown in the **schedule** under the young and inexperienced driver restrictions which
 - i) exceeds the maximum permitted engine capacity allowed against that driver's name
 - ii) is fitted with
 - a) a turbo charger, super charger or other device designed to increase engine performance
 - b) any equipment intended to enhance the vehicle's performance which was not originally fitted by the manufacturer
 - iii) has an Association of British Insurers (ABI) group rating of either 16 or more (in a 1 to 20 scale) or 28 or more (in a 1 to 50 scale)
 - 2 **motorcycle** where this **policy** does not provide cover for individually specified **motorcycles** or, if there is cover, the cubic capacity limit stated in the **schedule** is exceeded.

SECTION 1 – THIRD PARTY LIABILITY

The cover

We will insure **you** for all the amounts **you** may be legally liable to pay for accidental

- a) death of or **injury** to other people
- b) damage to property up to the limit specified in the **schedule** caused by, or arising out of, the use (including the loading and unloading) of any **vehicle** (including any attached **trailer** that you are towing) shown on the **certificate(s) of motor insurance** issued under this **policy**, where that use is in the **United Kingdom** and is
 1. on a road or other public place
 2. temporarily parked in the course of a journey, or
 3. garaged or parked at the **trade premises** or **home**.

Where the **vehicle** is used outside the **United Kingdom**, where **we** have agreed with **you** to extend the cover, the cover will be for the applicable minimum third party indemnity limit required to comply with the relevant laws relating to the compulsory insurance of **vehicles** in that country, or as otherwise shown in **your schedule**.

1 Driving your vehicle

you driving, using or being in charge of the **vehicle**

2 Other people driving or using your vehicle with your permission

- a) any person specified in the **schedule** who, with **your** permission, is using, driving or in charge of the **vehicle**
- b) any passenger travelling in, getting into or out of the **vehicle** provided there is a request by the **policyholder** to do so provided this is allowed by the current **certificate of motor insurance** and has not been excluded by **endorsement**, exclusion or condition.



3 Towing

the **vehicle** being used to tow a **trailer** or disabled **vehicle** as allowed by law and the manufacturer's towing limit is not exceeded

*excluding any **trailer** or disabled **vehicle***

- i) *being towed in return for money or reward unless specific cover is provided by this policy*
- ii) *not properly secured to the **vehicle***
- iii) *when more than one **trailer** or disabled **vehicle** is being towed.*

4 Bike carriers, luggage and ski racks

the attachment to the **vehicle** of a bike carrier, luggage and/or ski rack

excluding any

- a) *rack or carrier not properly secured to the **vehicle***
- b) *incident which does not take place during a journey.*

Section extensions

1 Legal personal representatives

We will deal with a **claim** made against the estate of any deceased person insured by this policy provided that the **claim** is covered.

2 Additional costs and fees

We will, at our option, pay for

- a) legal fees for representation at any coroner's inquest, fatal accident inquiry, court of summary jurisdiction or on indictment in a higher court
- b) the cost of defending any proceedings against **you** for manslaughter or causing death by dangerous, careless or inconsiderate driving up to a limit of £10,000 excluding VAT
- c) emergency treatment fees as required under the **Road Traffic Acts** (if this is the only payment we make, **your** no claim bonus will not be affected)
- d) all other costs and expenses incurred with our written consent.

3 Excess

It is a condition of the **policy** that you pay or refund to us the **excess** due in connection with each **claim** under this section of the **policy** during the **period of insurance** either

- (a) falling within the terms of the **policy** or
- (b) resulting from compliance with any applicable statutes, regulations, judicial decisions or additional payments as a result of us issuing the **policy**.

Section exclusions

This section does not cover

- 1 *Death of or **injury** to any **employee** arising out of or in the course of that person's employment by **you** or any other party claiming indemnity except as required by the relevant laws applicable to the driving of **vehicles***
- 2 *Loss of or damage to property owned by or in the custody or control of **you** or any other party claiming indemnity under this **policy***
- 3 *Death, **injury**, loss or damage arising from the use of any*
 - i) *tools, goods and/or associated equipment being carried in or on **your vehicle***
 - ii) *personal effects, mobile telephone, communication, photographic, portable media, computer and/or associated equipment whilst the **vehicle** is being driven*
- 4 *Death of or **injury** to any person or damage to property occurring beyond the limits of any highway, road or area to which the public have access in connection with*
 - i) *bringing a load to the **vehicle** and attached **trailer** for loading*
 - ii) *taking away a load from the **vehicle** and/or attached **trailer** by any person other than the driver or attendant of the **vehicle***
- 5 *The **vehicle** itself and/or the towed or carried **trailer** or disabled **vehicle** and/or its contents.*

SECTION 2 – VEHICLES ON THE ROAD AND AT THE TRADE PREMISES

Your schedule will show whether this section is in force and which of the Covers A, B, C, D and E are operative.

Making a claim

Please see Making a Claim on page 2 and General Conditions 1,2,3 and 4 on page 58 for detailed information about how to make and manage a claim.

1 Repairs

Your vehicle may be repaired either by a competent repairer of your choice or by one of our approved repairers.

If we cannot reach an agreement with your choice of repairer over costs, we reserve the right to

- a) arrange for a repairer of our choice to carry out the work
or
- b) pay you the amount our repairer would have charged less the applicable excess(es).

2 Making a theft claim

So that we can facilitate the speedy handling and settlement of your theft claim, you must send us

- i) the vehicle registration documents
- ii) the MOT certificate, if applicable
- iii) a copy of the hire purchase or leasing documents or the name, address and reference number of the finance company
- iv) the purchase receipt
- v) photographs of the vehicle if you have any
- vi) all keys to the vehicle
- vii) crime reference number
- viii) if applicable, confirmation of the registered ownership of the vehicle's personalised number plate.

All keys must have been received by us before the final settlement of the claim.

How we will settle your claim

The vehicle

If the vehicle is lost, stolen or damaged, we will, subject to the deduction of the applicable excess(es) and at our option repair, replace or reinstate

- i) the vehicle
- ii) its accessories up to a maximum of £500

or we may make a cash settlement but no more than the indemnity limit for any one vehicle shown in the schedule or, where a driver's name is shown under the young and inexperienced driver restrictions, the specific indemnity limit for that driver.

Recovery and delivery

We will, at our discretion, pay up to £1,000 inclusive of VAT for the reasonable and necessary costs of

- i) protecting the vehicle and
- ii) moving the vehicle if it
 - a) is a total loss, to free and safe storage whilst our investigations are carried out
 - b) cannot be driven, to the nearest approved repairer or the trade premises
- iii) delivering it back to the trade premises or home in the United Kingdom once repairs have been completed.

Work carried out by you

Where, by agreement, the work is to be carried out by you in your own repair shop or that of a business in which you are the owner, director or partner, a deduction of 10% will be made from the cost of labour and manufacturers' parts agreed by the independent vehicle assessor at the time of inspection.

New vehicle sales discount

Where a customer has signed a contract for the purchase of an unregistered new vehicle which then sustains damage to the extent that you are required to declare it to the customer, we will, at our option, pay up to £5,000 to enable you to complete the sale.



Total loss settlement basis

- **New unused business and stock vehicles**
The invoice price inclusive of all freight, delivery charges, irrecoverable VAT and motor vehicle taxes.
- **Used business and stock vehicles**
The trade value.
- **Personally owned imported, collector, vintage, classic or cherished vehicles**
The current market value or the agreed value shown by endorsement against a specific vehicle in the schedule
- **Other personally owned vehicles**
The market value or the value shown in the schedule whichever is the lower.

Customer vehicle settlement basis

Your legal liability to replace or repair the vehicle *but not its contents or for any resultant indirect loss.*

Disposal of permanently owned and stock vehicles following total loss

Where a claim for a permanently owned or stock vehicle is agreed on a total loss basis, the salvage becomes our property and we will arrange for its immediate disposal. If the vehicle is not classified as irreparable you may, if we agree, purchase the salvage. In the event that we do not indemnify you, we will pay you the proceeds of the salvage plus any interest earned. Any cash settlement we offer will be subject to the deduction of the applicable excesses. Cover for the damaged vehicle will end from the date you accept our offer.

Hire purchase or leasing agreements

If, to our knowledge, the vehicle does not belong to you or is the subject of a hire purchase or leasing agreement we will, in the event of a total loss, make the payment to the legal owner whose receipt will be a full and final discharge to us.

Imported parts, accessories and in-vehicle equipment

If, following loss or damage, any replacement parts, accessories and/or in-vehicle equipment cannot be obtained in the United Kingdom, the most we will pay is the cost of comparable items which can be obtained from a United Kingdom source.

Child car seats

We will replace any fitted child seats with new ones of the same quality if your personally owned vehicle suffers impact damage as a result of an accident.

Keys

We will pay up to £250 per permanently owned vehicle up to a maximum of £2,500 in any one period of insurance for keys (and, if necessary, locks) stolen from the trade premises or the home of the policyholder or that of an employee, director or business partner *but not*

- any loss or theft not reported to the police*
- unless you can establish to our satisfaction within 48 hours of the loss that there is a definite risk of theft or appropriation of the vehicle*
- the cost of replacing the vehicle's alarm or other security devices.*

Obsolete parts

If, following loss or damage, any replacement parts are found to be obsolete or unobtainable in the United Kingdom, the most we will pay is the cost of comparable items available from a supplier in the United Kingdom.

In-vehicle equipment

We will, at our option, repair, replace or pay up to £1,000 or the amount shown in the schedule for any in-vehicle equipment stolen or damaged provided that

- in the case of theft or attempted theft, the vehicle itself has been stolen or a visible attempt has been made to steal it
- the most we will pay for any item is the reasonable cost of replacing it with a comparable one of similar type and condition
- where there is no claim for loss of or damage to the vehicle itself, you pay the applicable excess
- the items are not more specifically insured.

Signwriting

If your vehicle sustains damage to its signwriting or is stolen and not recovered, we will pay up to £2,500 for restoration, repainting or new signwriting provided that

- i) where there is no claim for loss of or damage to the vehicle itself, you pay the applicable excess
- ii) you alone are responsible for the signwriting costs.

Personalised number plates

In the event of a total loss claim, we will return the vehicle's cherished or personal number plate to the registered owner provided that

- i) you advise us that you wish us to do so when you make the claim
- ii) ownership is confirmed

We are not liable for the loss of the number plate as a result of any delay or time restraint imposed by the DVLA or equivalent authority.

Specific additional security requirements and exclusions

Your schedule will show which of the following specific additional security requirements and exclusions apply to this section of the policy.

This part of the policy does not cover theft or attempted theft of or from an unattended vehicle or trailer in transit including any plant and equipment

1 Vehicle and/or trailer alarm

unless a fully functioning alarm is in efficient working order, has been set in its entirety and brought into operation

2 Vehicle immobiliser

unless a fully functioning immobiliser or steering lock is in efficient working order and has been brought into operation

3 Vehicle tracking device

unless a fully operational vehicle tracking or locating device which has been approved by us has been activated

4 Additional locks

unless the additional dead locks or steering locks approved by us are in use

5 Overnight theft requirements

between the hours of 9.00pm and 6.00am unless garaged in a locked building or secured in a locked compound

6 Overnight theft exclusion

between the hours of 9.00pm and 6.00am.

Section exclusions

This section does not cover

- 1 Hire charges of any sort incurred by you whilst a vehicle is being repaired or treated as a total loss regardless of who has authorised that the vehicle is to be repaired or treated as a total loss
- 2 If the vehicle has comprehensive cover we will refuse to take over the management of the repair or total loss claim if you elect to have the vehicle repaired or treated as a total loss by anyone except us
- 3 Storage charges if, following damage, the vehicle is stored at the trade premises or on property owned and/or occupied by you or the business
- 4 Loss of value following repair, wear and tear, mechanical or electrical breakdown, failures and breakages
- 5 Any indirect losses and/or hire charges including those arising from you or your customer's inability to use the vehicle
- 6 Damage to tyres unless caused by an accident
- 7 Damage due to liquid freezing unless you have taken reasonable precautions to prevent such damage and in accordance with the manufacturer's instructions
- 8 Loss of or damage to plant and equipment insured elsewhere including under Parts B – Material Damage and F – Vehicles and goods in transit



- 9 *Theft or attempted theft of or from an **unattended vehicle** unless*
 - a) reasonable precautions have been taken to protect the **vehicle** and its contents
 - b) the **keys** have been removed from the **vehicle** and are in **your** personal custody or in a locked receptacle in a secure area
 - c) all windows, doors and other openings have been closed and securely locked or fastened
 - d) the **alarms, immobilisers**, steering locks, tracking or locating systems are in efficient working order and have been brought into operation
 - e) **motorcycles, mopeds and quad bikes** that cover is extended to are secured by U locks attached to ground anchors and chained together or garaged in a securely locked building
 - f) all tools are in a locked tool box which is permanently secured to the **vehicle**
 - g) **you** have removed from view any **accessories** and **in-vehicle equipment** designed to be wholly or partly removable or portable
 - h) **you** have complied fully with all **vehicle** security conditions imposed by **us**
 - i) there is evidence of forcible and violent entry or exit
- 10 *Theft or attempted theft of parts, **accessories, in-vehicle equipment, tools, associated equipment, personal effects** including, if from a **motorcycle or quad bike, helmets, leathers and protective clothing** unless stolen with the **vehicle** itself*
- 11 *Loss or damage arising from or as a consequence of*
 - a) *an earthquake occurring anywhere other than in the **United Kingdom** or any member state of the European Union*
 - b) *riot and civil commotion in Northern Ireland or in any country which is not a member of the European Union nor the European Economic Area unless **you** can prove to **our** satisfaction that these were not the cause of the loss or damage*
 - c) *fraud or deception*
- 12 *Any **permanently owned vehicle** not specifically shown as insured in the **schedule***
- 13 *Any **permanently owned vehicle** or **stock vehicle** repossessed by its rightful owner including any loss or damage arising from or as a consequence of its repossession*
- 14 *Loss or damage resulting from or as a consequence of*
 - a) *the wrong fuel or any other substance being put into the **vehicle***
 - b) *the **vehicle** being impounded or destroyed by an authorised authority*
 - c) *mechanical, electrical or computer breakdown or wear and tear*
- 15 *Repairs or replacements which improve the condition of the **vehicle, its plant and equipment, accessories and/or in-vehicle equipment** unless **you** make a contribution towards the repair or replacement.*

A - Vehicles on the road (Road risks)

Your schedule will show if Road Risks cover is in force and which of Covers A, B, C, D and E are operative.

The Cover

We will pay up to the applicable **indemnity limit** shown in the **schedule** for loss of or damage to the **vehicle, its accessories, in-vehicle equipment** and parts following

- A Accidental damage *other than malicious damage or vandalism*
- B Fire, lightning, self-ignition or explosion
- C Theft or attempted theft or the taking or attempted taking of a **vehicle** without lawful authority
- D Malicious damage and vandalism
- E Storm, hail or flood.

Specific exclusions

We do not provide cover for

- 1 *loss or damage whilst the **vehicle** is stored or parked at or within 100 metres of the **trade premises** or any other premises, land used for storage or car park owned or occupied by **you** on a temporary or permanent basis other than **permanently owned vehicles***
- 2 *damage to tyres by the application of brakes or by punctures, cuts or bursts*
- 3 *loss or damage to any **vehicle** whilst being towed, lifted or transported by **you** or any partner, director, **employee** or person named in the **schedule** or whilst in the hands of a **subcontractor** where payment is received for such work.*

Specific optional extensions

Your schedule will show which of these optional extensions are in force and, where applicable, the extent of cover provided.

1 Driving other vehicles

Where all **permanently owned vehicles** shown in the **schedule** have comprehensive cover (i.e. Covers A, B, C, D and E are all operative), **we** will cover **your** legal liability for loss of or damage arising from an incident involving a **vehicle** not insured by this **policy** whilst a driver named against this extension in the **schedule** is, with the permission of the owner, personally driving or using it for social domestic and pleasure purposes in the **United Kingdom** provided that

- a) this is allowed by the current **certificate of motor insurance** and subject always to the limits, terms, conditions and exclusions of this section and the **policy** as a whole
- b) the borrowed **vehicle** is
 - 1 registered, taxed, insured and recorded on the **MID** in the owner's name
 - 2 driven or used by **you** for no more than 7 consecutive days unless the **schedule** shows that **we** have agreed to an extended period
- c) *the borrowed vehicle is not*
 - 1 *owned by or hired to you under a contract of hire, hire purchase, self drive hire, credit hire or lease agreement*
 - 2 *available to you on a regular basis*
 - 3 *taken outside the United Kingdom without our written agreement*
 - 4 *a minibus, coach, quad bike or any vehicle with a gross vehicle weight over 3.5 tonnes*
 - 5 *being test driven or evaluated by you*
- d) **your permanently owned vehicle** is
 - 1 insured by this **policy**
 - 2 still owned by **you** and has not been sold or disposed of
 - 3 not the subject of a **total loss claim**.

The amount **we** will pay will be limited to

1. the **market value** or the **indemnity limit** shown in the **schedule** if this is lower, less the applicable **excess(es)** provided that no indemnity is available under any other policy or
2. any **excess(es)** which **you** are held responsible for under the owner's or any other policy which provides **you** with an indemnity. The **excess** applicable to this **Policy** will be deducted from any amount **we** pay.

but we will not pay for a

- 1 **vehicle** being driven or used by a driver whose name is shown in the **schedule** under the young and inexperienced driver restrictions which
 - i) exceeds the maximum permitted engine capacity allowed against that driver's name
 - ii) is fitted with
 - a) a turbo charger, super charger or other device designed to increase engine performance
 - b) any equipment intended to enhance the **vehicle's** performance which was not originally fitted by the manufacturer
 - iii) has an Association of British Insurers (ABI) group rating of either 16 or more (in a 1 to 20 scale) or 28 or more (in a 1 to 50 scale)
- 2 **motorcycle** unless this part of the **policy** provides cover for individually specified **motorcycles** and the cubic capacity limit stated in the **schedule** is not exceeded.

2 Windscreen, sun-roof and window damage

For windscreen repairs and replacement telephone 0330 124 6546 at any time

Provided that **you** use **our** authorised repairer, **we** will pay up to the limit stated in the **schedule** in any one **period of insurance** for the cost of repairing or replacing

- i) glass in the **vehicle's** windscreen, sunroof or windows following loss or damage
- ii) any scratching of the bodywork arising solely from the breakage of the glass or the repair itself.



You will be responsible for the windscreen **excess** shown in the **schedule** for each **claim** where the damaged glass is replaced rather than repaired or where there is a **claim** for scratched bodywork resulting from the glass breakage. However, where there is more extensive damage to the **vehicle**, the **policy excess(es)** will be applied.

The excess shown in the **schedule** will be increased by £50 for a replacement or £10 for a repair carried out by any supplier other than **our** authorised repairer.

3 Loss of use of customer vehicles

We will, for loss of use resulting from a valid **claim** for loss of or damage to a **customer vehicle** for which you are legally liable, pay up to 10% of the **indemnity limit** for any one **vehicle** or **customer vehicle** shown in the **schedule**.

4 Vehicles in the custody and control of subcontractors, auctioneers and at car lots

This **policy** extends to include **vehicles** at

- i) **subcontractor's** premises
- ii) at car lots or auctioneers' premises in the **United Kingdom** for demonstration or sale.

B - Vehicles at the trade premises

Your schedule will show if vehicles at trade premises cover are in force and which of Covers A, B, C, D and E are operative.

The Cover

We will pay up to the applicable **indemnity limit(s)** or **sum(s) insured** shown in the **schedule** for loss of or damage to the **vehicle**, its **accessories** and parts whilst on the **trade premises** following

- A Accidental damage *other than malicious damage or vandalism*
- B Fire, lightning, self-ignition or explosion
- C Theft or attempted theft or the taking or attempted taking of a **vehicle** without lawful authority
- D Malicious damage and vandalism
- E Storm, hail or flood.

Specific conditions

1 Underinsurance

If, at the time of the loss or damage, the **sum insured** shown in the **schedule** represents less than the full value of all **vehicles** on the **trade premises**, the amount we will pay will be proportionately reduced.

2 Vehicle security

You must, other than whilst being worked on, secure all **vehicles** in **your** care, custody or control by

- i) removing **keys** and closing and locking all doors and openings.
- ii) storing all **vehicle keys** in a locked safe or metal cabinet securely bolted to a wall and/or the floor.

In addition, where **your schedule** shows that you have declared any of the following storage and parking arrangements, you must ensure that whenever the **business** is closed or the **trade premises** are **unattended** that

a) Vehicles in a secure building

the building is locked and all physical protections put in full and effective operation

b) Vehicles kept in a locked compound

the compound has a perimeter fence constructed of brick, steel post or wire to all sides with a minimum height of 1 metre and that all points of access have locking gate posts secured by close shackle padlocks

c) Vehicles on an open forecourt

the **vehicles** are enclosed by perimeter locking posts not more than 1.25 metres apart with the bases of the posts or receiving sockets set in concrete and the locking mechanisms secured by close shackle padlocks

d) Vehicles kept anywhere other than as described in a), b) or c) above

the **vehicles** are fitted with heavy duty wheel clamps.

However, we will not pay for

- 1 any **vehicle** parked or stored more than 100 metres away from the **trade premises**
- 2 loss of or damage to accessories, **in-vehicle equipment**, tools, security devices or **personal effects**
- 3 theft or attempted theft of or from any **vehicle** unless this condition is complied with fully.

3 Instructions to leave customer vehicles outside the trade premises

Where you have been instructed to leave a **customer vehicle** outside the **trade premises** when the **business** is closed or **unattended**, the instructions must be clearly marked on the invoice or job sheet and signed either by the customer or the customer's authorised agent.

4 Intruder alarm

Where an intruder alarm is installed at the **trade premises**, you are required to

- i) maintain the system in full working order
- ii) put the intruder alarm into full operation whenever the **trade premises** are unattended
- iii) keep in force a maintenance agreement either with the installer or, if agreed by us in writing, another specialist security firm
- iv) notify the maintenance company immediately you become aware of defects in any part of the system and ensure that these are promptly remedied
- v) notify us
 - a) immediately if you
 - 1 receive notice from the police that they may be withdrawing response to intruder alarm calls
 - 2 become aware that any part of the system is not working
 - b) before any replacement, extension or other alteration is made either to the system or to the maintenance contract.

Specific exclusions

We do not provide cover for

- 1 loss of or damage to any **vehicle** and/or **trailer** whilst subject to the provisions of the **Road Traffic Acts** or equivalent legislation or regulation
- 2 loss of or damage to **customer vehicles** or **stock vehicles** stored or parked more than 100 metres away from the **trade premises** or other location stated in the **schedule**
- 3 the cost of repairing, reinstating or rectifying repairs, servicing or maintenance work
- 4 damage caused by the actual process of cleaning, renovation or restoration.

Specific extensions

1 Customers' property

We will, following a valid claim resulting in loss or damage to **customers' property**, pay up to £1,000 per **customer vehicle**.

2 Temporarily removed vehicles

Provided that Specific Condition 2 - Vehicle security at the **trade premises** on page 18 has been complied with, we will pay up to 10% of the relevant **indemnity limit** or **sum insured** shown in the **schedule** for **vehicles** temporarily removed from the **trade premises** to other premises in the **United Kingdom** for

- a) cleaning, restoration, renovation, repair or similar purpose
- b) display at any exhibition, show or sales event

but for no more than 14 days from the date of removal from the **trade premises** unless we agree otherwise.

Optional extensions

Your schedule will show whether these optional extensions are operative.

1 Vehicles in the custody and control of subcontractors

This section of the **policy** extends to include **vehicles** at the **subcontractor's** premises shown in the **schedule** for work to be carried out



2 Irreparable vehicles awaiting collection

If any **vehicle** classified as irreparable is awaiting collection from the **trade premises** and is damaged by fire, **we** will pay either the amount agreed under **your** salvage agreement or the scrap salvage value less the applicable **excess**. *Damage by any other cause is excluded*

3 Theft and malicious damage out of business hours

This section of the **policy** extends to include out of **business hours** cover for theft, attempted theft, vandalism or malicious damage to any **vehicle** parked on **your** forecourt or within 100 metres of the **trade premises**. Cover is subject to an **excess** of £2,500 or 10% of the amount of the **claim**, whichever is the greater.

SECTION 3 – CONVERSION

Your schedule will show if this section is in force.

The cover

We will indemnify **you** if the **business** sustains a loss arising from the purchase of a **vehicle** in the **United Kingdom** where

- i) the lawful and rightful owner has substantiated a valid **claim** for the return of the **vehicle** or its value
- ii) the person with whom **you** have contracted to sell the **vehicle** has substantiated a valid **claim** for damages for breach of implied warranty of title.

In addition, **we** will pay the costs

- a) recovered from **us** by any claimant where **we** contest the **claim** or the **claim** is contested with **our** written consent
- b) incurred with **our** written consent for the defence of the **claim**.

How we will settle your claim

We will, in any one **period of insurance**, indemnify **you** up to the **sum insured** shown in the **schedule**. Each **claim** will be subject to an **excess** of £500 or 25% of the total amount of the **claim**, whichever is the greater.

Conditions and requirements

No **claim** will be met unless all the conditions and requirements listed below are complied with fully.

- a) **You** must
 - i) ensure that all payments for **vehicles** not taken in part exchange are made by cheque or credited against other purchases
 - ii) keep full and accurate records of all
 - 1 used vehicles purchased or sold
 - 2 part exchanges
 - iii) give **us** written notice as soon as **you** become aware of any **claim** or potential **claim**
 - iv) have purchased the **vehicle** giving rise to the **claim** during the **period of insurance**.
- b) **We** will not make any payments until HPI Limited or Experian Limited have confirmed in writing that the **vehicle** is not subject to any hire purchase interest or adverse information against it. Whilst **you** may obtain the initial confirmation by telephone, **we** will not indemnify **you** until **you** have provided **us** with the written confirmation.

SECTION 4 – DRIVER’S PERSONAL ACCIDENT

Your schedule will show the insurer and whether this part of the policy is in force.

SECTION DEFINITIONS

Where any specific definition here is the same defined term as defined in the General Definitions then the section specific definition only, applies for this section of the policy.

Accident	A sudden, unexpected specific event occurring at an identifiable time and place.
Assault	A sudden, unexpected, unusual specific event carried out at an identifiable time and place by an unknown third party with the deliberate intention of causing injury .
Injury	For the purposes of this section of the policy only, a physical injury caused solely and directly by an accident or assault whilst driving, using, getting into or out of an insured vehicle which, within 12 months, results in an insured person’s death or disability.
Insured person	Any driver named in the schedule who is aged between 25 and 75 and employed within the business .
Loss of Limb(s)	The loss of a hand or foot by physical severance or total loss of use of an entire hand or foot.
Loss of sight	The permanent and total loss of sight which we consider as having happened <ul style="list-style-type: none"> a) in both eyes, if an insured person’s name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist or b) in one eye if, after correction, the degree of sight an insured person has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at sixty feet).
Loss of use	The total and irrecoverable loss of use where the loss is continuous for 12 months and such loss of is deemed permanent and beyond possibility of improvement.
Permanent total disablement	Disablement which entirely prevents an insured person from working in any business or occupation of any and every kind and which, after a period of 12 months from the date of disablement in the opinion of a medical referee, shows no sign of ever improving.
Pre-existing condition	Any recurring or chronic medical, physical or mental condition or disability from which the insured person is suffering or was known to be suffering, prior to the inception of this part of the policy .
You/your	The policyholder , the insured person and, where applicable, their personal legal representatives.



The cover

We will pay up to the level of the benefits shown below if an **insured person** suffers **injury** in the **United Kingdom** during the **period of insurance**

1	Death	£100,000
2	Loss of sight	£100,000
3	Loss of limb(s)	£100,000
4	Permanent total disablement	£100,000

provided that

- a) all **personally owned vehicles** are comprehensively insured (i.e. covers A, B, C, D and E as detailed on page 16 are all operative)
- b) such driving or use is permitted in the **schedule** and on the **certificate(s) of motor insurance**
- c) an **insured person**
 - i) agrees to be placed under the care of a qualified medical practitioner throughout any period of disability
 - ii) submits to medical examinations at **our** expense whenever required by **us**.

Please note

- a) the **permanent total disablement** benefit will only become payable 12 months after the **accident** or **assault** occurred
- b) the **sum insured** for death will only become payable if the **injury** leads to death within 12 months of an **accident** or **assault**
- c) in respect of the same **accident** or **assault**, only one of benefits 1, 2, 3 or 4 will be payable to each **insured person**
- d) where more than one **insured person** suffers **injury** as a result of the same **accident** or **assault**, the maximum we will pay is £200,000 allocated to each of the **insured persons** in equal proportions if this limit is reached
- e) where the consequences of an **accident** or **assault** are more serious because of an **insured person's pre-existing condition**, the amount we will pay will be the amount we consider would have been reasonable, had there been no **pre-existing condition**.

Specific condition

No refund will be allowed if this part of the **policy** is cancelled either by **you** or by **us** as set out in General Condition 13 – Cancellation on page 64.

Section exclusions

This part does not cover

- 1 **injury arising from an insured person**
 - i) *driving, using or getting onto or off a **motorcycle, moped** or **quad bike***
 - ii) *loading, unloading or using the **vehicle** or its attached **trailer** as a tool of trade*
- 2 **injury resulting from an insured person's participation in racing, pace making, competitions, rallies, track days, trials or speed tests either on a road, track or off-road whether the event is officially organised or informally arranged**
- 3 **deliberate exposure to exceptional danger** except in an attempt to save human life
- 4 **any insured person who we are satisfied was, at the time of the accident or assault, under the influence of or addiction to any substance including but not limited to intoxicating liquor, substance or solvent abuse and/or a drug or drugs including those medically prescribed where the doctor and/or manufacturer has advised that the ability to drive may be impaired**
- 5 **provoked assault, road rage or fighting** except in bona fide self defence
- 6 **the insured person committing or attempting to commit suicide or intentional self injury whether sane or insane**
- 7 **the sum insured for death if we have already paid for an injury**
- 8 **injury arising as a direct result of an insured person's pre-existing condition(s) or any gradually developing bodily deterioration whatever the cause unless declared to us and the schedule shows that we have agreed to provide cover**
- 9 **the cost of providing information, medical records, certificates and evidence we or our medical advisors require**
- 10 **indirect loss(es) of any kind.**

PART B – MATERIAL DAMAGE

Your schedule will show the insurer and whether this part of the policy is in force.

SPECIFIC DEFINITIONS

Where any specific definition here is the same defined term as defined in the General Definitions then the section specific definition only, applies for this section of the policy.

Building(s)	For the purposes of this part of the policy , buildings include outbuildings, annexes and extensions on the trade premises belonging to you or for which the business is responsible including but not limited to <ul style="list-style-type: none"> i) foundations, fixed glass, sinks and sanitary ware, forecourts, alleys, yards, paths, drives, roads, pavements, car parks, walls, gates and fences ii) telecommunication, gas, electricity, fixed water, fuel and oil storage tanks, meters, pipes, ducts, cables, wiring, control gear, covers and associated accessories including those extending to the public mains and/or which are underground or in adjoining yards or roads and fixed vehicle washing plant and equipment iii) portable pre-fabricated units, lockable containers, fixed signage, signs, kiosks and canopies iv) landlords' fixtures and fittings and tenants improvements not otherwise insured.
Computer equipment	Computers and ancillary equipment belonging to you or for which the business is responsible <i>excluding equipment controlling any manufacturing process and computer records.</i>
Contents	The contents of the trade premises belonging to you or for which the business is responsible up to the sum insured shown in the schedule including <ul style="list-style-type: none"> i) business furniture and equipment, vending machines inside the trade premises and glass fixed in showcases, counters, shelves and mirrors, communication, photographic, audiovisual, television and security equipment, CDs, DVDs, video and audio cassettes used solely by or in connection with the business ii) computer equipment iii) fixed machinery, plant and fixtures and fittings including electronic vehicle diagnostic equipment, fixed fuel installations, fuel pumps, and associated pipes and cables iv) fixed machinery permanently in the open v) moveable plant vi) tools vii) business books and records, documents, deeds, current and backed up computer records and systems but only for the cost of the materials, labour and computer time necessary to reproduce them viii) patterns, models, jigs, templates, moulds, dies, plans, drawings and designs but only for the materials and labour necessary to reproduce them ix) the personal effects of directors, business partners, officials, employees, customers or visitors. <p><i>excluding</i></p> <ul style="list-style-type: none"> a) vehicles b) <i>landlord's fixtures and fittings and tenants improvements</i> c) stock, high risk stock, money and credit cards, d) <i>any computer equipment and business equipment more specifically insured elsewhere</i> e) <i>any contents hired out to third parties</i> f) <i>railway locomotives and rolling stock, watercraft and aircraft</i> g) <i>gaming, amusement, ATM and external vending machines including their contents and any money in them</i> h) <i>any contents more specifically insured under a different section of this policy or any other policy.</i>
Credit cards	Credit cards used in connection with the business .
Damage(d)/loss(es)	Accidental physical loss, damage or destruction.



Debris removal costs	<p>The costs and expenses incurred in removing debris, dismantling, demolishing or the shoring or propping up of parts of the insured property <i>excluding any costs or expenses</i></p> <ul style="list-style-type: none">a) <i>incurred in removing debris</i> other than from the trade premises or the area immediately adjacent to itb) <i>arising from pollution or contamination of any property not insured by this policy.</i>
Declared value	<p>Your assessment at the beginning of each period of insurance (<i>excluding any inflation which may occur subsequently</i>) of the actual cost of reinstating the insured property plus an allowance for</p> <ul style="list-style-type: none">i) public authority costsii) professional feesiii) debris removal costs.
Electronic diagnostic equipment	<p>Equipment used to check and monitor the operating system of a vehicle.</p>
Framework	<p>The frames, structures and fittings surrounding glass.</p>
Glass	<p>For the purposes of this part of the policy, glass includes polycarbonate and other synthetic substitutes as well as transfers, signwriting, lettering and ornamental work, painting, embossing, silvering, etching and any attached alarm, security device or protective film.</p>
High risk stock	<p>For the purposes of this part of the policy, high risk stock consists of</p> <ul style="list-style-type: none">i) alcoholic beverages and tobacco productsii) crash helmets, bicycles, miniature vehicles, clothing and associated accessoriesiii) communication, satellite navigation, photographic, audiovisual and associated equipment, computer equipment and electrical tools and equipmentiv) non ferrous metals <i>other than aluminium</i>v) tyres, alloy wheels, batteries and exhausts <p>belonging to you or for which the business is responsible.</p>
Money	<p>Bank and currency notes, bills of exchange, cash, cheques, credit and debit card counterfoils, credit company sales vouchers, crossed bankers drafts, current postage stamps, customer redemption vouchers, gift tokens, holiday-with-pay stamps, luncheon vouchers, money orders, National Insurance stamps, National Lottery scratch cards and validated scratch cards, National Savings stamps and certificates, phone and top up cards (<i>excluding cards held in stock for resale</i>), postal orders, promissory notes, trading stamps, travel tickets, unused units in franking machines belonging to the business or for which the business is legally responsible provided that you are not entitled to indemnity elsewhere.</p>
Moveable plant	<p>Moveable mechanical, electrical or hydraulic plant including but not limited to generators, compressors, cranes, forklifts, excavators, loading shovels and the like not registered for use on the road.</p>
Personal effects	<p>Personal effects include but are not limited to clothing, handbags, wallets, briefcases, watches, jewellery, pedal cycles.</p>
Professional fees	<p>Architects', surveyors', consulting engineers' and legal fees necessarily and reasonably incurred in reinstating the insured property <i>excluding any costs incurred in the preparation of a claim</i>.</p>
Public authority costs	<p>Those additional costs necessarily incurred in complying with the requirements imposed by the legislation, regulation or byelaw of the government or public authority <i>other than the costs incurred</i></p> <ul style="list-style-type: none">a) <i>where notice of the requirements had been served before the damage occurred</i>b) <i>which relate to any undamaged part of the insured property</i>c) <i>in making good the damaged property to a condition equal to new had the necessity to comply not arisen</i>d) <i>as a result of reinstatement not being completed within 12 months of the date of the damage unless we agree in writing to an extended period</i>e) <i>which relate in any way to you or the owner having to pay any rate, tax, duty, development, assessment or other charge which may become payable.</i>

Reinstatement/ reinstating/reinstatement	<p>Damaged property being</p> <ul style="list-style-type: none"> i) rebuilt or replaced to suit your requirements whether on the same or on another site ii) repaired or restored <p>to a condition equivalent to or the same as but not better or more extensive than its original condition when new and, unless stated otherwise in the schedule, at a cost of no more than the applicable sum insured or the amount that would have been paid had the property been totally destroyed.</p>
Signs	All fixed neon and other signs made from glass .
Stock	<p>For the purposes of this part of the policy, stock includes merchandise, materials in trade as well as but not limited to</p> <ul style="list-style-type: none"> i) vehicle accessories ii) fuel and oil in fixed storage tanks at the trade premises belonging to you or for which the business is responsible <i>but excluding high risk stock and vehicles</i>.
Sum(s) insured/	The specific amount(s) or indemnity limit(s) shown in the schedule indemnity limit including, where appropriate, provision for professional fees, public authority costs and debris removal costs .
Tenants improvements	Structural fixtures, fittings, improvements, alterations, signwriting and decorations to the buildings which have been carried out or installed by you and not covered by the landlord's insurance.
Tools	Portable tools, toolkits and cabinets in the trade premises <i>not more specifically insured</i> , owned by or for which the business is responsible including those belonging to employees .
Vehicle	Any motor vehicle and trailer including its parts, fixed plant and equipment and vehicle accessories .

SECTION 1 - BUILDINGS, CONTENTS AND STOCK

Your schedule will show if this section of the policy is in force.

The cover

We will insure **you** for **damage** to the property shown in the **schedule** belonging to or in **your** custody or control or for which **you** are legally responsible whilst at the **trade premises** during the period of insurance.

How we will settle your claim

We will, by payment or, at our option by **reinstating buildings and contents** and replacing or repairing **stock and high risk stock**, indemnify **you** up to the **sums insured** shown in the **schedule** or any more specific limits shown in the **policy** *less the appropriate excess(es)*.

Declared value reinstatement – buildings, tenants improvements and contents

Where the **schedule** shows that a **sum insured** is based on a **declared value** and at the time of the **damage** the **sum insured** is less than 85% of the total value of the insured property, the amount **we** will pay for the **damage** will be proportionately reduced.

Declared value reinstatement

- i) will only operate if
 - a) **reinstatement** begins and is carried out without unreasonable delay
 - b) the cost of **reinstatement** has actually been incurred
 - c) any other insurance covering the **damaged** property which has been effected by **you** or on **your** behalf operates on the identical **reinstatement** basis
- ii) will be based on the last declared **sum(s) insured** if **you** have not provided **us** with an updated **declared value** at the start of a new **period of insurance**
- iii) *does not apply to stock, high risk stock and personal effects.*



Standard reinstatement – buildings, contents, glass and signs

If, at the time of the **damage**, the cost of a specified item and/or the total value of the property insured is more than the **sum insured**, the amount we will pay for the **damage** will be proportionately reduced.

Obsolete buildings

Where the **schedule** shows that specified **buildings** are obsolete, the amount we will pay will be determined by

- i) either the cost of purchasing a similar building with comparable facilities plus an allowance for **debris removal costs**
or
- ii) the cost of erecting a modern building providing comparable facilities plus an allowance for
 - a) **professional fees**
 - b) **public authority requirements**
 - c) **debris removal costs**

and whether the **buildings** are insured on a **declared value** or standard **reinstatement** basis.

Debris removal costs

Where we have given our consent, we will pay **debris removal costs** *but not in addition to the relevant sum(s) insured*.

Glass and framework

The most we will pay for showroom and ground floor **glass** including sliding, swing and revolving doors, curtain walls and associated moveable **framework** is £5,000 for any one **claim** unless a higher limit is shown in the **schedule**.

Signs, canopies and kiosks

The most we will pay for **signs**, canopies and kiosks is £1,000 for any one **claim** unless a higher limit is shown in the **schedule**.

Computer equipment

Where the **damage** or breakdown, if shown in the **schedule** to be insured, results in the **computer equipment** being beyond economic repair, it will be replaced by similar equipment of equal specification or, where this is not possible, by equipment with a higher specification as close as possible to the original equipment. The amount we will pay will be determined by whether the **computer equipment** is insured on a **declared value** or standard **reinstatement** basis.

Tools

The most we will pay is the **sum insured** stated in the **schedule** but limited for any one item to £1,000 unless a higher limit per item is shown in the **schedule**.

Business books and records

The most we will pay is £5,000 for any one **claim** and a total of £10,000 in any one **period of insurance**.

Patterns, moulds, art and antiques and associated items

The most we will pay is £1,000 for any one item or set of items unless a higher limit per item is shown in the **schedule**.

Machinery re-erection costs

We will pay the reasonable costs necessarily incurred in dismantling, re-erecting and/or re-fitting **damaged** machinery and plant.

Stock and high risk stock

- **Replacement or repair**

We will, at our option, replace or repair the **damaged stock** or **high risk stock**. If we do not replace the **damaged** items, we will pay the lower of either

- i) the cost of repairing the **damaged** items to a condition equivalent but not better than their condition immediately before the **damage** occurred

or

- ii) the difference between the market value of the items immediately before the **damage** occurred and their reduced market value following the **damage**.

In the event of partial **damage**, we will not pay more than the costs we would have incurred had the **damaged stock** or **high risk stock** been totally destroyed.

- **Contract price**
Where, under a sales contract, **you** remain responsible for goods which have been sold but not delivered and the contract is lawfully cancelled as a direct result of **damage**, the amount **we** will pay will be based on the contract price.
- **Alcohol, tobacco, crash helmets, bicycles, miniature vehicles, clothing and accessories**
Unless stated otherwise in the **schedule**, **we** will not pay more than £2,500 for any one **claim** and £5,000 in total in any one **period of insurance**.
- **Maximum limit per item**
The most **we** will pay is the **sum(s) insured** stated in the **schedule** but limited for any one item or set of items to £1,000 unless a higher limit per item is shown in the **schedule**.
- **Underinsurance**
If, at the time of the **damage**, the total value of the **stock** or **high risk stock** is more than the
 - i) applicable **sum(s) insured** or
 - ii) the value of the affected contract
 the amount **we** will pay will be proportionately reduced.

Maximum payable

Where the **schedule** or **policy** states that the amount payable is subject to a specified limit per item, **claim** or **period of insurance**, **we** will pay up to the applicable **sum(s) insured** or **policy** limit(s) *but no more than the total of the applicable sum(s) insured stated in the schedule*. The amount **we** will pay will be determined by whether the property which is the subject of the **claim** is insured on a **declared value** or standard **reinstatement** basis.

Section clauses and conditions

The following clauses and conditions should be read carefully as non-compliance will affect the cover provided.

1 Workmen

The **policy** allows workmen to be on the **trade premises** to effect repairs, decoration, plant installation, general maintenance and minor structural alterations or additions.

2 Duplicate computer records

You must ensure that

- i) **your** computer records are backed up at least every 7 days
- ii) backed up records are stored in a fire proof cabinet or safe at the **trade premises** or off-site at a suitably secure location
- iii) as far as possible, software can be recovered following breakdown
- iv) back up systems are tested at least once a year.

3 Designation

Where it becomes necessary to determine the heading under which any property is insured, **we** agree to accept the designation under which such property has been entered in **your** books.

4 Additional interests

The interest of other parties is noted in this **policy** provided that, in the event of a **claim**, **you** immediately disclose the nature and extent of such interest.

5 Subrogation waiver

In the event of a **claim**, **we** agree to waive any rights, remedies or relief to which **we** may become entitled by subrogation against

- i) any company which stands in the relation of parent to subsidiary (or of subsidiary to parent) to **you** or
- ii) any company which is a subsidiary of a parent company of which **you** are a subsidiary as defined in the relevant legislation.

6 Sale of buildings

If at the time of the **damage** **you** have contracted to sell **your** interest in the **buildings** and the purchase has not yet been completed, the contracting purchaser will, until completion, be entitled to benefit under this section of the **policy** without prejudice to **your** or **our** rights and liabilities provided that the purchase is completed and the **buildings** are not otherwise insured.



Section exclusions

This part of the policy does not cover

- 1 any property more specifically insured whether by this or any other **policy**
- 2 any **damage** to property whether insured or not which is specifically excluded elsewhere in this **policy**
- 3 **damage** to
 - a) fences and gates caused by flood, wind, rain, hail, sleet or snow
 - b) **buildings** and other structures including canopies and kiosks caused by their own collapse, cracking or weight of snow
 - c) **buildings, contents** and other structures in the course of construction or erection as well as any associated materials
 - d) **glass**
 - i) which does not extend through its entire thickness
 - ii) caused by
 - 1 the installation or removal of **glass, framework** or **signs**
 - 2 repair, construction, rebuilding, extension, alteration or adjustment to the **buildings**
 - iii) which was already broken, cracked, chipped or scratched at the inception of the **policy**
 - iv) and its **framework, signs** or sanitary ware whilst being installed or removed
 - e) fixed machinery and plant in the open and **moveable plant** other than by fire, explosion, earthquake, riot, civil commotion or impact
 - f) electrical equipment, **computer equipment**, fixed machinery and plant, **moveable plant** and associated fittings by fire due to electrical or mechanical failure, short circuiting, self heating or leakage of electricity however, any subsequent **damage** covered by this **policy** is insured
 - g) those items of machinery, plant and any equipment requiring statutory inspection as well as their contents unless there is a contract in force which provides the required inspection, however, any subsequent **damage** covered by this **policy** is insured
- 4 theft or attempted theft
 - a) of **tools** outside **business hours** other than from a securely locked
 - i) tool box in a locked room
 - ii) cabinet which is either in a locked room or fixed to the internal fabric of the building
 - b) from shared **trade premises** where there is no evidence of forcible and violent entry into or exit from **your part** of the premises
- 5 **damage** caused by or resulting from
 - a) the bursting, joint leakage, weld failure, cracking, fracturing, collapse or overheating of any boiler, pressure vessel, economiser, super-heater and/or any connected steam or feed piping which is not used exclusively for domestic purposes
 - b) any process of production, alteration, renovation, servicing, repair, treatment, testing, commissioning, packing or use as a tool
 - c) a malicious act to machinery and plant in the open, **moveable plant** and any other moveable property left in the open unless shown in the **schedule** as covered however, any subsequent **damage** covered by this **policy** is insured
- 6 **damage** caused by or as a consequence of
 - a) subsidence, heave or landslip other than as a direct result of fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
 - b) normal settlement or the bedding down of new structures or the settlement or movement of made up ground
 - c) the deliberate act of a supplier withholding the supply of water, gas, electricity or fuel other than for the sole purpose of safeguarding life or protecting a part of that supplier's system
 - d) malicious **damage** or vandalism other than resulting in fire or explosion, riot or civil commotion, theft or attempted theft, escape of water or oil, water freezing, accidental discharge or leakage from any automatic sprinkler system caused by freezing, the breakage of fixed **glass** or sanitary ware in a **building** or in any part of a **building** which is empty or not in use
 - e) the dilapidation, contraction, expansion or other movement of **framework**
 - f) the mechanical or electrical breakdown or failure of **signs**

- 7 *the cost of replacing tubes or bulbs in any undamaged signs*
- 8 *money and credit cards, medals, bullion, furs, jewellery and other articles of gold and silver, precious metals and stones, art and antiques, sculptures, curios and objet d'art, rare books, coin and stamp collections, explosives and ammunition*
- 9 *growing crops, plants and trees.*

Section extensions

1 Temporary building repairs and boarding up

We will, following insured **damage** to **buildings**, pay the reasonable costs incurred in

- i) making temporary repairs to or erecting temporary **buildings**
- ii) the boarding up of broken **glass**.

2 Avoiding further damage

Where we have agreed to do so in writing, we will following insured **damage**, pay up to £5,000 for additional costs and expenses necessarily and reasonably incurred to prevent further **damage** to the property insured whether or not such property has been **damaged**.

3 Theft damage to buildings

Where this policy provides theft cover for **contents** but there is no **sum insured** for **buildings**, we will pay up to 10% of the **contents sum insured** for the reasonable cost of repairing the **damage** arising from theft or attempted theft provided that

- a) there is visible evidence of forcible and violent entry or exit
- b) you are responsible for repairing the **damage**
- c) the **buildings** are occupied and in use
- d) the **buildings** are not otherwise insured.

4 Underground services

Where the **buildings** are insured, we will pay up to 5% of the relevant **sum insured** for **damage** to the underground water, drain, sewage, gas pipes, electricity and telephone cables extending from the **trade premises** to the public mains.

5 Capital additions

The **sums insured** for **buildings** and **contents** will be automatically increased by 10% or £50,000 whichever is the less for capital additions, alterations and improvements and newly acquired and/or newly erected **buildings** but not for any appreciation in value provided that you undertake to

- a) give us full details as soon as is practicable and, in any event, at intervals of no more than three months
- b) pay the required appropriate additional premium calculated from the date the additional cover applied.

6 Lock replacement

We will, following the theft of **keys**

- i) from the **trade premises**
- ii) whilst in the personal possession or **home** of you or any director, **business** partner or authorised **employee** of the **business**

pay up to £1,000 any one occurrence for the costs incurred in the necessary replacement of the locks of any **building**, safe or strongroom

provided that

- a) the **keys** to safes and strongrooms are not left in the **trade premises** outside **business hours**
- b) the theft is reported to the police and an incident number obtained.

7 Temporary removal

We will pay up to 10% of the applicable **sum insured** or limit stated in the **policy** or **schedule** to provide cover in the **United Kingdom** for up to 21 days for those

- i) **business** documents, deeds, manuscripts, plans, books and computer records
- ii) **contents**, **stock** and **high risk stock** being altered, inspected, repaired, serviced or treated which have been temporarily removed from the **trade premises**.



8 Asbestos

Where **asbestos** has been incorporated into **buildings** which have been **damaged**, we will extend **debris removal costs** to pay for the removal of the **asbestos** waste and any contaminated insured property provided that

- a) we have agreed to pay the **claim** for the **damage** to the **buildings**
- b) the **asbestos** itself was **damaged** at the same time as the **buildings** or the **damage** was discovered in the course of **reinstatement** or the removal of debris, dismantling, demolishing or the shoring or propping up of the **damaged** parts of the **buildings**
- c) you advise us immediately you become aware that the **asbestos** has been **damaged**
- d) all the terms, conditions, exclusions and limitations of this **policy** apply.

9 Exhibitions, trade fairs and motor shows

We will pay up to 10% of the applicable **sums insured** up to a maximum of £5,000 for **damage** to exhibition stands, furnishings and **stock** owned by you or for which the **business** is responsible whilst at any exhibition, trade fair, motor show, rally or track day in the **United Kingdom** including transit to or from the venue and whilst being erected or dismantled.

excluding damage

- a) whilst in the **trade premises**
- b) to **business equipment, computer equipment, computer records and high risk stock**
- c) any **stock** more specifically insured whether by this or any other **policy**
- d) by **theft or attempted theft**
 - i) unless there is visible evidence of forcible and violent entry or exit
 - ii) from an **unattended vehicle and/or trailer** unless, in addition
 - 1 all **alarms, immobilisers**, tracker systems and other security devices are in efficient working order and have been brought into operation
 - 2 all **keys** are removed and all doors, windows and other openings have been closed and securely locked
 - 3 if left overnight unless from a securely locked building or compound
- e) caused by **mechanical or electrical breakdown or derangement**.

10 Trace and access

We will pay up to £2,500 for any one **claim** for the necessary and reasonable costs incurred with our prior consent in

- i) tracing the source of water escaping from any fixed tank, pipe or apparatus or oil escaping from any heating system and
- ii) making good any resultant **damage** for which you are responsible.

11 Additional metered water charges

We will, following the accidental escape or discharge of water from any tank, plant, apparatus or pipe, pay up to £1,000 in any one **period of insurance** for additional metered water charges incurred by you

provided that

- a) you maintain a record of readings from the water supplier's meter at regular intervals
- b) the **buildings** are occupied and in use.

The amount we will pay will be calculated by comparing the charge made by the water supplier for the period during which the loss of water occurred with the charges for the corresponding period in the preceding year adjusted for any variations affecting the pattern of water consumption and changes in the supplier's charges.

12 Escape of fuel or oil

We will, following the sudden accidental escape of

- i) fuel from any fixed tank, fixed fuel installation or fuel pump including associated pipes and cables
- ii) oil from any fixed tank, pipe or apparatus

pay up to £1,000 in any one **period of insurance** for the cost of replacing the fuel or oil lost provided that the **buildings** are occupied and in use.

13 Fuel contamination

We will for any one claim, pay the lower of £5,000 or 25% of the fuel sum insured for any costs necessarily incurred in the replacing and disposing of the incorrect or contaminated fuel in fixed tank(s) as well as the cleaning of the affected tank(s) following the

- i) accidental delivery of incorrect fuel
- ii) contamination of the fuel by an identifiable sudden and unforeseen cause.

but not

incorrect fuel or any other substance added to a vehicle's fuel tank.

14 Landscaped grounds

If the landscaped grounds of the trade premises are damaged by any of the emergency services following insured damage, we will pay up to a maximum of £2,500 in any one period of insurance for those costs necessarily and reasonably incurred in making good.

15 Personal effects

We will, following damage to the personal effects of directors, business partners, officials, employees, customers or visitors on the trade premises, pay up to £500 per person provided that the items are not insured elsewhere.

Optional section extensions

Your schedule will show which of these optional extensions are in force and, where applicable, the extent of cover provided.

1 Subsidence, landslip or heave

We will, following insured damage resulting from subsidence, landslip or heave, pay up to the relevant sum(s) insured.

but we will not pay for damage

- a) to walls, gates, fences, yards, roads, alleys, forecourts, car parks, fixed fuel and oil tanks unless the buildings are damaged at the same time
- b) to buildings erected over active or disused mine workings
- c) caused by
 - 1 coastal, river or lake erosion
 - 2 the settlement or movement of reclaimed, made-up or in-filled ground
 - 3 the bedding down of new structures, normal settlement, shrinkage, expansion or any process of erection, demolition, structural alteration or repair, renovation, vibration, removal or weakening of support including on an adjoining site unless you have provided us with full details of the work being carried out on the adjoining site and we have agreed in writing to provide cover
 - 4 defective workmanship, materials or design or inadequate construction of foundations
 - 5 the movement of solid floor slabs unless the foundations beneath the exterior walls are damaged at the same time and by the same cause
- d) which occurred before this policy became operative
- e) on a site where previous subsidence, landslip or heave has occurred.

2 Rent payable

We will pay up to the specified sum insured for the rent you are legally required to pay following insured damage resulting in all or part of the buildings being unfit for occupation but only for the period necessary for reinstatement and for no longer than the maximum term stated in the schedule.

3 Rent receivable

We will pay up to the specified sum insured for the rent you are legally entitled to receive following insured damage resulting in all or part of the buildings being unfit for occupation but only for the period necessary for reinstatement and for no longer than the maximum term stated in the schedule.



4 Business and computer equipment away from the trade premises

We will, by payment or at our option by reinstating any business or computer equipment damaged during the period of insurance in the United Kingdom or whilst being used for business purposes elsewhere in the world, indemnify you up to the sums insured shown in the schedule less the appropriate excess(es)

excluding damage

- a) whilst at the trade premises or at an exhibition, trade fair, motor show, rally or track day
- b) to computer records
- c) by theft or attempted theft
 - i) unless there is visible evidence of forcible and violent entry or exit
 - ii) from an unattended vehicle and/or trailer unless, in addition
 - 1 all alarms, immobilisers, tracker systems and other security devices are in efficient working order and have been brought into operation
 - 2 all keys are removed from the vehicle and all doors, windows and other openings have been closed and securely locked
 - 3 if left overnight unless from a securely locked building or compound
- d) caused by mechanical or electrical breakdown or derangement.

5 Computer breakdown

We will pay up to the sum insured shown in the schedule less the appropriate excess for the sudden and unforeseen breakdown of the computer equipment whilst in normal use arising from an inherent electrical or mechanical defect or fault.

excluding

- a) breakdown caused by
 - i) programming or operator errors including failure to comply with the manufacturer's or supplier's instructions
 - ii) malicious acts of any kind including hacking
 - iii) the failure of external networks
- b) computer records except as specifically allowed for below
- c) any amounts recoverable under a guarantee, rental, hire or lease agreement or maintenance contract.

In addition and provided that we have given our consent, we will, in any one period of insurance pay up to £2,500 for reasonable costs necessarily incurred in

- i) removing the computer equipment and/or carrying out temporary repairs or expediting permanent repairs
- ii) reinstating any data and information stored on integral fixed disks
- iii) either modifying the computer equipment or replacing undamaged computer records (including reinstating programs or data to achieve compatibility where the breakdown has resulted in the computer records being incompatible with the replacement computer equipment).

SECTION 2 – MONEY, CREDIT CARDS AND ASSAULT

Your schedule will show whether this section of the policy is in force.

1 Money

The cover

We will pay up to the relevant sums insured less the excess for loss of or damage to money in the United Kingdom during the period of insurance

- i) on the trade premises
- ii) in transit to and from your bank and entrusted to
 - 1 you or any director, partner and/or employee(s) of the business
 - 2 a professional security carrier
- iii) away from the trade premises in your custody or that of a business partner, director or authorised employee
- iv) in a bank night safe
- v) at your home or that of a director, business partner or authorised employee.

excluding

- 1 losses resulting from
 - a) the use of keys, duplicate keys and combination codes to safes, strong rooms, cash boxes, drawers or filing cabinets left on the trade premises when unattended and out of business hours unless the trade premises are also your home in which case the keys and combinations codes have been removed from the business part of your home and are in your personal custody or in a locked safe or metal cabinet securely bolted to a wall and/or the floor
 - b) theft or attempted theft where there is no evidence of forcible and violent entry into or exit from the trade premises or the home
 - c) electrical or mechanical defect, breakdown or malfunction of a franking, vending or similar machine
- 2 losses
 - a) not reported to us and the police immediately you became aware of the loss
 - b) from a safe or strongroom at the trade premises which has not been approved by us
 - c) from a till or cash register out of business hours
 - d) in excess of
 - i) £100 from vending machines or coin or token operated equipment
 - ii) £250 from any part of the trade premises which is unattended during business hours other than from a locked safe or strongroom
 - iii) £500 at your home or that of an authorised director, business partner or authorised employee other than from a locked safe approved by us
 - e) from unattended vehicles.

In addition, we will pay up to £1,000 for damage to any franking machine, cash box, cash carrying case, till, safe or strong room caused by theft or attempted theft.

Conditions

The following conditions should be read carefully as non-compliance will affect the cover provided.

- i) You must keep a complete up to date record of all money including employees' remuneration in a secure place and not in the same safe or strong room where the money is kept
- ii) Money in transit, other than by a professional security carrier, must be escorted by at least one adult employee for each £2,500 and the amount carried equally divided between them. Amounts in excess of £10,000 must be escorted by the professional security carrier whose details have been lodged with and accepted by us.

This condition does not apply to crossed cheques, crossed giro cheques, crossed money and postal orders, crossed warrants, dividend warrants, credit and debit card vouchers and VAT purchase invoices.

No claim under this policy section shall be payable unless the terms of these Conditions have been complied with.



2 Credit cards

The cover

We will pay up to £2,500 per **claim** and £5,000 in all during the **period of insurance** for the unauthorised or fraudulent use of **your credit cards** anywhere in the world.

excluding any

- a) **credit cards** issued outside the **United Kingdom**
- b) *loss not reported to the card issuing authority or card registration service immediately **you** became aware of the unauthorised or fraudulent use*
- c) *breach of the terms and conditions of the card issuing authority*
- d) *loss recoverable elsewhere.*

3 Assault

Specific definitions

Assault	Actual or attempted physical assault, robbery or hold-up.
Injury	Accidental bodily injury directly and solely caused by violent, external and visible means.
Insured person	You or any director, business partner or employee of the business entrusted with money at the time of the injury .
Loss of limb	Loss by physical severance of one or more hands, limbs or feet or the total, irrevocable and permanent loss of use of a hand, foot, arm or leg.
Permanent total disablement	Injury which after 104 weeks entirely prevents the insured person from pursuing any business or occupation of any or every kind and which, in the opinion of a medical referee, is beyond the possibility of improvement.

The cover

Where an **insured person** suffers death or **injury** directly resulting from an **assault** during the **period of insurance**, we will pay a maximum of £10,000 per **insured person** for

- 1 Death within 104 weeks of the **injury**
- 2 Total and irrecoverable loss of sight in one or both eyes
- 3 **Loss of limb(s)**
- 4 **Permanent total disablement.**

provided that

- a) the maximum amount payable to any one **insured person** is £10,000
- b) the **insured person** agrees
 - i) to be placed under the care of a qualified medical practitioner throughout any period of disability
 - ii) at **our** expense, to submit to medical examinations whenever required by **us**
 - iii) to act upon any medical or surgical advice given.

Section exclusions

This part of the policy does not cover

- 1 *Fraud or dishonesty of a director, **business partner** or **employee** of the **business** or **family member** not discovered within 7 days of the actual occurrence and then immediately reported to **us** and the police*
- 2 *Depreciation, confiscation or shortages due to errors or omissions*
- 3 *Loss caused by or contributed to by any person lawfully on the **trade premises***
- 4 *Loss or **damage** specifically excluded elsewhere in this part or section or the **policy** as a whole.*

PART C – BUSINESS INTERRUPTION AND LOSS OF MOT LICENCE

Your schedule will show the insurer and whether this part of the policy is in force.

SPECIFIC DEFINITIONS

Where any specific definition here is the same defined term as defined in the General Definitions then the section specific definition only, applies for this section of the policy. For the purposes of these definitions

- i) any adjustment implemented in current cost accounting will be disregarded*
- ii) all amounts and expenses will be exclusive of Value Added Tax (VAT) to the extent that you are accountable to the tax authorities for the tax.*

Additional costs and expenses

Reasonable and necessary expenditure incurred including

- i) the reasonable cost of fitting out temporary accommodation for the **business** at the **trade premises** or elsewhere in the **United Kingdom**
- ii) increased or additional rent, rates, telephone charges, advertising, postage, travel, temporary accommodation for essential **employees** and removal costs
- iii) reinstatement of **business** books and records, documents, office records, current and backed up computer records and systems including, if approved by **us** in advance, the cost of making the undamaged computer records and systems compatible with replacement equipment.

Damage

Accidental physical loss, **damage** or destruction.

Gross profit

The amount by which

- i) the sum of the **turnover** plus the value of the closing stock and work in progress exceeds
- ii) the sum of the purchases plus the value of the opening stock, work in progress, packaging, carriage and freight, discounts allowed and bad debts.

the amounts of the opening and closing stocks and work in progress are to be arrived at in accordance with **your** usual accounting methods making due provision for depreciation and any discounts allowed.

Indemnity period

The period beginning with the occurrence of the **insured event** and ending not later than when the number of months stated in the **schedule** as the maximum **indemnity period** is reached, during which the results of the business are affected in direct consequence of the **interruption**.

Insured event

Damage, or the **interruption** of public utilities in accordance with specific extension 3 of this section, or denial of access in accordance with specific extension 4 of this section.

Interruption

Disruption of the **business** resulting from an **insured event** at the trade premises used in the course of **business**.

MOT licence

The licence granted by the Department of Transport to carry out MOT tests on **vehicles** and issued to **you** as an Authorised Examiner or to a Nominated Tester employed by **you** in connection with the **business**.

Outstanding debit balances

The amounts owed and not yet paid by customers for goods sold or services rendered in the course of the **business** from the **trade premises** including VAT *but excluding bad debts*.

Rate of gross profit

Gross profit expressed as a percentage of the **turnover** during the financial year immediately before the date of the **interruption**.

Turnover

The money paid or payable to **you** for goods sold and delivered and for services rendered in the course of the **business** at the **trade premises**.



The cover

We will, in the event of **interruption** attributable to an **insured event** occurring during the **period of insurance**, pay you up to the relevant **sum(s) insured** shown in the **schedule** less the appropriate **excess(es)** provided that you have made a valid claim for **damage** under this **policy**. Where the **sum(s) insured** shown in the **schedule** for an **insured event** are nil, then there is no cover provided for this under the **policy**.

How we will settle your claim

1 Gross profit

The amount payable as indemnity during the **indemnity period** will be

- a) the sum produced by applying the **rate of gross profit** the amount (if any) by which the actual post **insured event** turnover during the 12 months starting from the date of the **insured event** giving rise to the **interruption**, falls short of the turnover during the 12 months immediately preceding such date
and
- b) the reasonable **additional costs and expenses** necessary incurred solely in order to prevent or minimise the reduction in **turnover** which but for such expenditure would have taken place during the **indemnity period** in direct consequence of the **interruption**, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided
- c) *less any amount saved because certain **business expenses** payable out of **gross profit** may cease or be reduced.*

Any monies paid or payable for goods sold or services provided by you or on your behalf away from the **trade premises** during the **indemnity period** will be brought into account when calculating the **turnover** achieved.

2 Increase in costs of working

Where increase in costs of working is shown as a separate item in the **schedule**, we will pay the reasonable **additional costs and expenses** necessarily incurred during the **indemnity period** solely in order to avoid or diminish the reduction in **gross profit** which, but for that expenditure, would have taken place during the **indemnity period** in consequence of the **insured event**, but not exceeding the amount of the reduction thereby avoided.

We will not pay more than 50% of the **sum insured** during the first three months of the **indemnity period** with the balance of the **sum insured** following in equal monthly proportions.

3 Outstanding debit balances

The amount payable in respect of loss directly due to **damage** to your accounts and/or other **business** records at the **trade premises** will be

- a) the **outstanding debit balances** less the amounts received or traced
and
- b) any additional expenses necessarily and reasonably incurred in establishing, tracing and collecting the **outstanding debit balances**.

*but no payment will be made if the loss arises directly from the accidental erasure, misfiling or mislaying of the relevant **business** records.*

4 Underinsurance

The amount we will pay will be proportionately reduced if, at the time of the **insured event** which gives rise to **interruption**, the **sum insured** is less than

- a) **Gross profit**
the sum produced by applying the **rate of gross profit** to the turnover during the period equal to the **indemnity period** immediately preceding the **damage**
- b) **Outstanding debit balances**
the actual **outstanding debit balances**.

Specific clauses and conditions

The following clauses and conditions should be read carefully as non-compliance will affect the cover provided.

1 Departmental trading

If the **business** is conducted in separate departments for each of which independent trading results can be ascertained, **gross profit**, **rate of gross profit** and **turnover** will apply separately to each department affected by the **damage**

provided that

if the **gross profit sum insured** is less than the aggregate of the sums produced by applying the **rate of gross profit** for each department (whether or not affected by the **damage**) to the annual **turnover** of that department, the amount we will pay will be proportionately reduced.

2 Reimbursement of amounts recovered

You will immediately repay to us any amounts you recover following the payment by us of any claim for outstanding debit balances.

Specific extensions

1 Professional accountants' fees

We will pay the reasonable fees required by your auditors or professional accountants for producing, verifying and certifying any details which we may require in support of a claim under this part of the policy.

2 Payments on account

We will, at your request, make payments on account during the **indemnity period**.

3 Public utilities

We will provide cover for **interruption** of the **business** caused by accidental failure of the supply or **damage** to the **United Kingdom** premises of any public supply authority

- i) generating stations or sub-stations supplying electricity
- ii) land-based premises of the gas supplier or any directly linked natural gas producer
- iii) water works or pumping stations supplying water
- iv) land-based premises of the telecommunications supplier

from which you obtain electricity, gas, water or telecommunications services all in the **United Kingdom**.

*but not if the **interruption** is caused by or results from a*

- 1 *deliberate act by the authority*
- 2 *supply failure lasting less than four consecutive hours*
- 3 *decision by the authority to withdraw or restrict supply other than resulting from actual **damage** at the authority's premises.*

4 Denial of access

We will provide cover for **interruption** of the **business** caused directly by **damage** to property exclusively within a 1 mile radius of the **trade premises** which would have been covered by this policy which prevents or hinders the use of or access to your **trade premises**.

Optional extensions

Your schedule will show which of the following optional extensions are in force and, where applicable, the extent of cover provided.

1 Other premises

Provided that our liability does not exceed the percentage of the **sum insured** stated below, we will provide cover for **interruption** of the **business** following **damage** in the **United Kingdom** which would have been covered by this policy at

- i) **Suppliers' premises** 10%
the premises of any of your regular suppliers including any motor **vehicle** manufacturer or any manufacturer supplying them with components or materials



- ii) **Customers' and subcontractors' premises** 10%
the premises of any of **your** customers and **subcontractors**
- iii) **Contract sites, exhibitions, trade fairs and motor shows** 10%
any location not occupied by **you**
- iv) **Property and vehicles in storage or in transit** 10%
any location not occupied by **you**.

2 Temporary removal of accounts and business records

We will extend cover to include **outstanding debit balances** following **damage** to **your** accounts or **business** records whilst in transit or temporarily removed from **your trade premises** to premises in the **United Kingdom** occupied by anyone acting on **your** behalf provided that **you** keep up to date duplicate accounts and **business** records at the **trade premises**. Where such duplicates are not kept, **our** liability under this extension will be limited to 10% of the **outstanding debit balances sum insured**.

3 Loss of MOT licence

If **your MOT licence** is suspended or withdrawn by the Department of Transport during the **period of insurance** and, as a consequence, the **business is interrupted**, we will

- i) provide cover up to the **sum insured** stated in the **schedule** but no more than the income **you** received for the delivery of MOT services at the **trade premises** for the 12 months immediately preceding the suspension or withdrawal date
- ii) where **we** have agreed to do so in writing, pay the reasonable fees and charges incurred by **you** in appealing against the suspension or withdrawal.

provided that

- a) **you** have taken all the steps necessary to observe and comply with the requirements and obligations imposed by the terms of **your** licence
- b) **you** notify **us** immediately **you** receive a formal warning letter from the Vehicle Inspectorate of the Vehicle and Operator Services Agency (VOSA) and state the reasons given
- c) within 48 hours, send **us** a copy of the letter and any other correspondence subsequently received
- d) **you** give **us** and/or **our** solicitors
 - i) all the assistance and information required in order to appeal the decision
 - ii) full discretion in the conduct of the proceedings
- e) if required by **us**, **you** apply for a new **MOT licence** to be granted for the same or alternative **trade premises** so that **you** can continue the **business** in a similar or alternative way
- f) in order to verify **your** loss, if any, **you** provide a detailed statement of **your** loss together with all the relevant documentation, statements and accounts and, if required, a statutory declaration confirming their truth and accuracy.

excluding any loss of income arising from

- 1 *a suspension or warning received during the first four weeks of this optional extension becoming operative*
- 2 *the actual or proposed compulsory purchase of the **trade premises***
- 3 *the forfeiture or refusal to renew the licence results directly or indirectly from a town or country planning improvement or redevelopment scheme or the resultant redistribution of licences*
- 4 *any policy by the Department of Transport to reduce the number of authorised examiners and/or nominated testers*
- 5 *changes to any relevant law which come into force after the commencement of cover unless **we** confirm in writing that cover will continue*
- 6 *failure to maintain the **trade premises**, machinery, plant and equipment in good general repair*
- 7 *any failure to keep accurate and up to date documentation required by the Department of Transport and/or VOSA Vehicle Inspectorate*
- 8 *a criminal conviction*
- 9 *the provisions of any Act of Parliament under which **you** are entitled to compensation.*

PART D – LEGAL LIABILITIES

Your schedule will show whether this part of the policy is operative and which of the sections is in force.

SPECIFIC DEFINITIONS

Where any specific definition here is the same defined term as defined in the General Definitions then the section specific definition only, applies for this section of the policy.

Automated vehicle	A vehicle which is designed or adapted to be capable, in at least some circumstances or situations, of safely driving itself, including any vehicle listed by the Secretary of State in accordance with Section 1 of the Automated and Electric Vehicles Act 2018.
Business	For the purposes of this part of the policy only, the business extends to include <ol style="list-style-type: none"> i) the provision and management of canteen, social, sports and welfare organisations for the benefit of employees and your first aid, fire, ambulance, medical and security services ii) private work undertaken with your consent by an employee for you, a director, partner or another employee of the business iii) ownership, repair, decoration and maintenance of the trade premises.
Communicable disease	Any disease which can be transmitted by means of any substance or agent from one organism to another organism where that disease, substance or agent can cause or threaten injury or damage .
Costs and expenses	All legal fees and disbursements incurred by you with our written consent in the investigation, defence or settlement of any claim which would be covered under this part of the policy including any costs arising out of <ol style="list-style-type: none"> i) your legal representation at any coroner's inquest or fatal accident inquiry ii) any proceedings brought in a court of summary jurisdiction or on indictment in any higher court in respect of an alleged breach of statutory duty resulting in injury or damage.
Damage	Accidental <ol style="list-style-type: none"> i) loss of or damage to material property ii) obstruction, trespass, nuisance or interference with any right of way, water or other easement.
Financial loss	A pecuniary loss, cost or expense incurred by any person or business <i>other than by you or an employee</i> .
Injury	For the purposes of this part of the policy only, injury also includes accidental injury , death, mental injury , mental anguish, nervous shock, invasion of the right of privacy, wrongful arrest, false imprisonment and false eviction <i>other than of employees</i> .
Liability	Your legal obligation to pay damages including costs and expenses to third parties for damage and/or injury .
Limit of indemnity	For the purposes of this part of the policy only the limit of indemnity specified in the schedule which is the maximum we will pay <ul style="list-style-type: none"> - public liability for any one claim - product liability and sales and service indemnity the total of all claims made in any one period of insurance - pollution where not specifically excluded by General Exclusion 3, the total of all claims made in any one period of insurance.
Motor products	Any <ol style="list-style-type: none"> i) vehicles, trailers, accessories, new or manufacturer's reconditioned parts and tyres ii) vehicle carcasses and any parts and tyres removed from them iii) other goods intended for use in, with or on vehicles including their containers, packaging and instructions for use sold, supplied, handled, repaired, dismantled, stripped, renovated, restored, tested, serviced, maintained, altered, cleaned, inspected or transported by you and no longer in your custody or control.



Products

Goods and structures including their containers, packaging and instructions for use which are sold, supplied, hired out, constructed, erected, installed, treated, handled, repaired, renovated, restored, tested, serviced, processed, maintained, stored, altered, cleaned, inspected or transported by you or on your behalf and no longer in your or their custody and/or control *other than motor products*.

Territorial Limits

The United Kingdom.

Specific exclusions

The following exclusions apply only to this part of the policy whereas the General Exclusions apply to all parts and sections.

This part of the policy does not cover liability arising from

1 Vehicles and other property in your custody and control

loss of or damage to any vehicle or other property held in trust by you or in your custody and control

2 Repair or reinstatement of products or motor products

the cost of

- i) repairing, replacing, reinstating, restoring, renovating, altering or testing any products or motor products sold or supplied by you unless directly resulting from work undertaken by you or on your behalf*
- ii) rectifying the original repair, restoration, renovation, testing, servicing, maintenance, alteration, cleaning or inspection giving rise to your liability*

3 Products for USA or Canada

the servicing, sale or supply of any products and/or motor products which you know are intended for use in the United States of America or Canada

4 Wrongful Advice

wrongful advice given or the omission to give advice or for professional services rendered, whether or not for a fee, other than standard instructions given for proper use and maintenance

5 Intentional acts or omissions

any intentional act or omission

6 Cleaning processes and chemicals

any cleaning process or chemicals used other than in accordance with the manufacturers' instructions and recommendations

7 Stripping, dismantling and storing of wrecks and carcasses

any process involving the stripping, dismantling and the storing on the trade premises of wrecks, carcasses and their removed parts and tyres other than in strict accordance with the relevant legislation, regulation and directives

8 Aircraft and watercraft

any product or motor product which you know is or will be incorporated into any aircraft, aerial device or watercraft

9 Fungus and allergens

fungus of any kind including mildew, mould, spores, allergens or any substance which poses an actual or potential threat to human health

10 Asbestos

exposure to, inhalation of or the fear of the consequences of exposure to or the inhalation of asbestos including any costs incurred in the replacing, removing, repairing, cleaning, recalling, protecting and/or, whether under a statutory duty or not, the managing of any property due to the presence of asbestos.

Clauses and extensions

1 Cross liabilities

We will indemnify each party named as the policyholder in the schedule as if a separate policy had been issued to each. The total amount payable will not exceed the limit of indemnity stated in the schedule regardless of the number of parties claiming indemnity.

2 Indemnity to others

The cover provided will also apply to the personal representatives of **your** estate or **your** deputy appointed by the Court of Protection in respect of **liability** incurred by **you** and, if requested to any

- i) person, business, organisation or local authority for whom **you** are carrying out a contract in respect of **liability** arising solely out of the performance of the contract *but only to the extent required by the contract terms*
- ii) director, partner or **employee** of the **business** in respect of **liability** for which **you** would have been entitled to indemnity had the **claim** been made against **you**
- iii) officer or member of **your** canteen, social, sports or welfare organisations and first aid, fire, ambulance, medical and security services
- iv) owners of plant and machinery hired in by **you** but only to the extent required by the conditions of hire.

provided that

- a) each person claiming indemnity
 - 1 is not entitled to indemnity under any other policy
 - 2 observes the terms, conditions and exclusions of this **policy** insofar as they can apply
- b) **we** retain complete control of all **claims**
- c) where **we** are required to indemnify more than one party, **our** total liability will not exceed the **limit of indemnity**.

3 Health and Safety at Work - legal defence costs

The cover provided will, at **your** request and with **our** written consent, extend to indemnify **you** and any director, partner or **employee** of the **business** in respect of

- i) prosecution costs awarded against **you**
- ii) **costs and expenses** incurred in defence of and arising from criminal proceedings for the following
 - a) an offence of gross negligence manslaughter
 - b) an offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - c) an offence under the Corporate Manslaughter and Corporate Homicide Act 2007 or an appeal against conviction from such proceedings, provided that such proceedings relate to an offence committed or alleged to have been committed in the course of the **business** during the **period of insurance** and our total **liability** does not exceed the **limit of indemnity**.

excluding

- 1 any event occurring outside the **territorial limits**
- 2 any appeal against any fine, penalty or remedial or publicity order
- 3 costs incurred as a result of the failure to comply with any remedial or publicity order
- 4 proceedings arising as a consequence of a deliberate or intentional act or omission
- 5 proceedings arising out of any activity or risk excluded from this part of the **policy**
- 6 any payment where indemnity is provided by any other insurance
- 7 the fees of any solicitor or counsel appointed by or on behalf of anyone entitled to indemnity unless **we** have agreed that appointment
- 8 an appeal unless advice has been obtained from counsel that the appeal has a reasonable prospect of success, which is more than a 50% chance of success.

4 Consumer Protection and Food Safety Acts

We will indemnify **you** and, at **your** request and with **our** written consent, any director, partner or **employee** of the **business** in respect of

- i) prosecution costs awarded against **you**
- ii) **costs and expenses** incurred in defence of and arising from criminal proceedings or an appeal against conviction from such proceedings for a breach of
 - a) Part 11 of the Consumer Protection Act 1987
 - b) Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

provided that such proceedings relate to an offence committed or alleged to have been



committed in the course of the **business** during the **period of insurance** and our total liability does not exceed the **limit of indemnity**.

excluding

- 1 any offence or alleged offence which occurred outside the **territorial limits**
- 2 where indemnity is provided by any other insurance.

SECTION 1 – PUBLIC LIABILITY

Your schedule will show the insurer and if this section is in force.

The cover

We will indemnify you up to the **limit of indemnity** less the appropriate **excess** against **liability** occurring in the **territorial limits** in connection with the **business** during the **period of insurance**.

Section exclusions

This section excludes liability

- 1 for which indemnity is provided by any other insurance
- 2 for any **products** and/or **motor products** other than food or drink sold or supplied for consumption by **your** customers, visitors, directors, partners or **employees**
- 3 for any property including vehicles and their contents held in trust by **you** or in **your** custody or control or that of any party carrying out work on **your** behalf
- 4 for that part of the property on which **you** or any person acting on **your** behalf has been working and arising directly out of such work
- 5 arising from any work involving the application of heat or spray painting whether at or away from the **trade premises** unless shown in the **schedule** as covered and **you** have complied with all the stated general and specific conditions, terms, conditions and limitations of cover including but not limited to General Condition 10 – Your duties and obligations clauses H, L, M, N and/or O on pages 61, 62 and 63
- 6 caused directly by the use of any **vehicle** on any road or other area to which the public have access
- 7 arising in connection with the ownership or possession of any steam driven vehicle, aircraft, aerial device, hovercraft, offshore installation, rig or platform or watercraft other than hand propelled watercraft
- 8 arising from the ownership or use by **you** or on **your** behalf of any dog
 - a) which is prohibited by and/or does not meet the requirements of the Dangerous Dogs Act 1991, the Dangerous Dogs (Amendment) Act 1997, the Anti-Social Behaviour, Crime and Policing Act 2014 or The Control of Dogs (Scotland) Act 2010
 - b) not secured or controlled in accordance with the Guard Dog Act 1975
- 9 for **injury** to **you** or to any **employee** arising out of or in the course of the **business**
- 10 originating from, caused by, arising out of, contributed to, resulting from, or otherwise in connection with a **communicable disease** or the fear or actual or perceived threat of a **communicable disease**, including any costs to clean-up, detoxify, remove, monitor or test for a **communicable disease**
- 11 arising out of any **act of terrorism**
- 12 for **injury** or damage arising from the manufacture, repair, servicing or testing, maintenance, alteration, restoration, cleaning or inspection of any goods including **vehicles**, **trailers**, **products** and **motor products**
- 13 any action for damages brought in the courts of law of any territory outside the **territorial limits**
- 14 any activity conducted by **you** or on **your** behalf which is regulated by the Financial Conduct Authority.

Extensions

1 Defective premises

We will indemnify you against liability for injury or damage under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any premises which have been disposed of by you *excluding the cost of rectifying any defect in the premises.*

2 Data Protection Act 2018

We will indemnify you and, at your request any director, business partner or employee, against the sums which you become legally liable to pay as costs and expenses under Section 167 and 169 of the Data Protection Act 2018 for the damage or distress caused in connection with the business during the period of insurance provided that the business is

- a) a registered user in accordance with the terms of the Act
- b) not in business as a computer bureau.

The total amount payable including all costs and expenses for all claims occurring during any one period of insurance is limited to £250,000.

but not

- i) for any liability
 - a) caused by any deliberate act or omission by you the result of which could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - b) caused by an act of fraud or dishonesty
 - c) arising from the recording, processing or provision of data for reward or to determine the financial status of any person
- ii) any costs and expenses incurred in rectifying, rewriting or erasing data
- iii) claims arising out of circumstances known to you at the inception of this policy or at renewal.

3 Overseas personal liability

We will indemnify you against liability incurred in a personal capacity for costs and expenses occurring while you are, in connection with the business, temporarily outside the United Kingdom for a continuous period not exceeding three months.

We will also, at your request, indemnify you and any employee and/or accompanying spouse or child.

We will not pay for any liability arising

- i) out of the ownership or occupation of any land or buildings
- ii) from any work, trade or profession
- iii) from the ownership, possession or use of wild animals, firearms, mechanically propelled vehicles, aircraft, hovercraft or watercraft
- iv) in the United States of America or Canada.

4 Movement of obstructing vehicles

We will indemnify you against liability in respect of injury or damage arising from the movement of any vehicle which is obstructing or interfering with the performance of the business.

excluding

- i) any vehicle owned by you or for which you are responsible
- ii) your use of any breakdown or recovery vehicle
- iii) the use of any vehicle where the compulsory requirements of any road traffic legislation apply
- iv) liability arising through the performance by you of any contract for the movement, wheel-clamping, removal or recovery of vehicles not owned by you or your customer(s).



Optional extensions

Your schedule will show which of the following optional extensions are in force and, where applicable, the extent of cover provided.

1 Extended territorial limits

The **territorial limits** are extended to include

- a) Andorra, Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, San Marino, Slovakia, Spain, Sweden, Switzerland and The Vatican.
- b) The rest of the world *other than the United States of America and Canada*.

If this extension is in force, we will indemnify you in relation to the extended **territorial limits** up to the **limits of indemnity** stated in the **schedule** less the applicable **excess**.

2 Damage to leased or rented premises

We will indemnify you, up to the limit stated in the **schedule**, against **liability** for **damage** to the **trade premises** or the landlord's fixtures and fittings caused by you, any employee or any visitor

excluding

- a) *the excess stated in the schedule* other than for any **damage** by fire or explosion
- b) *premises not leased or rented to you in connection with the business*
- c) **damage** by any cause against which insurance is required by agreement to be arranged by you or on your behalf
- d) **damage** for which, by agreement, you are held to be liable, irrespective of negligence
- e) *any premises outside the United Kingdom.*

3 Tools of trade

We will indemnify you up to the **limit of indemnity** stated in the **schedule** against **liability** in respect of **injury** or **damage** arising out of the ownership or use of any **vehicle**, its attached **trailer(s)** and/or plant and machinery being used as a tool of trade in connection with the **business** in the **United Kingdom**.

excluding

- i) *any circumstances where compulsory insurance is a requirement of road traffic legislation*
- ii) *the excess stated in the schedule*
- iii) **liability** arising
 - a) *through the performance by you of any contract for the movement, wheel-clamping, removal or recovery of vehicles not owned by you or your customer(s)*
 - b) *from vehicles, plant or machinery used in construction, agriculture or premises maintenance, other than for breakdown, recovery, delivery and collection of vehicles*
- iv) *plant, machinery or equipment attached to or forming part of the vehicle and/or trailer which has not been inspected in line with statutory inspection requirements or which has failed such inspection.*

4 Application of heat at the trade premises

We will indemnify you up to the **limit of indemnity** less the **excess** shown in the **schedule**, against **liability** for **injury** or **damage** arising from the use, at the **trade premises**, of gas or electric welding and cutting equipment, blow lamps, blow torches and other similar equipment. *No indemnity will be provided unless you comply with General Condition 10 – Your duties and obligations and in particular, clause L – Storage of gas cylinders and M – Application of heat at the trade premises on page 62.*

5 Use of spray painting equipment at the trade premises

We will indemnify you up to the **limit of indemnity** less the **excess** shown in the **schedule**, against **liability** for **injury** or **damage** arising from spray painting at the **trade premises**. *No indemnity will be provided unless you comply with General Condition 10 – Your duties and obligations and in particular, clause N – Spray painting on page 63.*

6 Application of heat away from the trade premises

We will indemnify you up to the **limit of indemnity** less the **excess** shown in the **schedule**, against **liability** for **injury** or **damage** arising from the use, whether by you or a

subcontractor, away from the **trade premises**, of gas or electric welding and cutting equipment, blow lamps, blow torches and other similar equipment.

Where **you** or any other persons for whom **you** are responsible are working at any site away from the **trade premises**, **you** must appoint a person to be responsible for fire safety to ensure that all the conditions and precautions listed below are met. *No indemnity will be provided* unless these are complied with every time heat is applied.

Before starting work at any site

- i) **you** or the appointed person must
 - a) obtain permission to start work from the person in charge
 - b) be aware of the location of the fire-fighting equipment and any fire alarms
 - c) examine all property in the immediate vicinity, including the area on the other side of any wall, door, partition, roof, ceiling or floor structure to ensure that no combustible materials are in danger of ignition either directly or indirectly by conducted heat
- ii) ensure that all
 - a) moveable combustible materials in the vicinity of the work and exposed to risk of fire are removed to a distance of not less than 15 metres from where the work is to be carried out
 - b) combustible materials which cannot be moved are covered and fully protected by overlapping sheets or screens of non-combustible material or equivalent protection
 - c) welding and cutting equipment is
 - 1 in a safe, serviceable condition
 - 2 regularly checked in accordance with the manufacturer's recommendations and that any connections and pressure settings are checked immediately before use
 - 3 is operated strictly in accordance with manufacturers' instructions
- iii) all combustible and flammable material, electrical wiring and fuel feed pipes must be located and removed to at least 40 centimetres from the point of the application of the heat and from any secondary areas affected by heat on the subject **vehicle** regardless of any intervening bodywork or panels
- iv) fuel tanks must be drained and removed from any **vehicle** where the point of the application of heat is within 40 centimetres of the tank or any fuel feed pipe
- v) fuel from the drained fuel tanks must be kept in non-combustible containers which, together with the drained tanks, are removed from the buildings and kept within a designated safe area on the site
- vi) batteries must be disconnected and any other battery within 40 centimetres of the point of the application of the heat must be removed from that vehicle.

While work is in progress

- i) where the site at which the work is being carried out is operated by a sole trader, **you** or the appointed person must arrange for another person to be alongside when the equipment is being used to see that there is no outbreak of fire
- ii) 5 kg CO₂ or equivalent fire extinguisher(s) made and serviced in accordance with UKCA standards and suitable for the premises and the property being worked on must be within immediate reach and be used immediately any smoke, smouldering or outbreak of fire is detected
- iii) the igniting of all equipment must be carried out strictly in accordance with the manufacturer's instructions
- iv) no equipment must be left unattended at any time.

When the work is finished

In order to ensure that there is no outbreak of fire or signs of the possible outbreak of fire after the application of heat, **you** or the appointed person must, immediately on completion of each period of work and then again after 30 and 60 minutes

- i) examine the **vehicle** and property that was worked on to ensure that there is no outbreak of fire
- ii) undertake a thorough examination of the area in which the work was carried out including the
 - a) immediate vicinity i.e. within a radius of 15 metres
 - b) other side of any wall, door, partition, roof or other horizontal structure.



SECTION 2 – PRODUCT LIABILITY AND SALES AND SERVICE INDEMNITY

Your schedule will show the insurer and if this section is in force.

The cover

We will indemnify you up to the limit of indemnity stated in the schedule less the appropriate excess, against liability for costs and expenses incurred in respect of injury or damage occurring during the period of insurance in the territorial limits in connection with the business and arising directly from

- i) the sale or supply of any
 - a) new or used **vehicles** including manufacturer's pre-delivery checks and other work carried out prior to sale or supply including the fitting of additional **accessories**
 - b) other **motor products** and **products**
- ii) the repair, testing, servicing, maintenance, alteration, renovation, restoration, cleaning or inspection of **motor products** and **products**
- iii) the examination of **vehicles** in accordance with the Motor Vehicles Test Regulations effected on or from the **trade premises** in the course of the **business**.

Section exclusions

This section excludes any claim

- 1 *for which indemnity is provided by any other insurance*
- 2 *caused directly by the driving or use of any **vehicle** by you*
 - a) *other than in or on the **trade premises** or*
 - b) *on any road or public place within the meaning of the **Road Traffic Acts** or subsequent or amending legislation*
- 3 *arising from*
 - a) *any **motor product** or **product** imported by you directly into the **United Kingdom** from any country which is outside the **United Kingdom***
 - b) *the sale or supply of tyres other than new tyres or remoulds processed by a recognised manufacturer*
 - c) *the sale or use of **vehicle** carcasses and any parts or tyres removed from them, second hand and/or reconditioned tyres, parts, components or units other than as specifically allowed for in the **schedule***
 - d) *the failure of any **motor product** or **product** to perform the function for which it was intended*
- 4 *arising directly or indirectly from the self-driving capabilities of any **automated vehicle***
- 5 *arising directly or indirectly from the failure of any*
 - a) *electronic and computer equipment, system or software, or the failure to update software*
 - b) *equipment, machinery, **products** or **motor products** containing, connected to or operated by means of a micro or data processor chip to recognise, accept, interpret, respond to or process any data or instruction*
- 6 *for the cost or expense incurred in*
 - a) *replacing, reinstating, repairing, altering, removing or recalling any defective **motor product** or **product***
and/or
 - b) *rectifying the original work carried out*
- 7 *for property, **motor products** and **products** belonging to or held in trust by you or in your custody or control or that of any **employee** or member of your family or household*
- 8 *resulting from any malicious act caused by or in any way brought about by you or any director, **business partner**, **employee** or member of your family*
- 9 *for injury to you or to **employees** arising out of and in the course of their employment in the **business**.*

Optional extensions

Your schedule will show if any of these extensions are in force.

1 Extended territorial limits

The **territorial limits** are extended to include

- a) Andorra, Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, San Marino, Slovakia, Spain, Sweden, Switzerland and The Vatican
- b) The rest of the world *other than the United States of America and Canada.*

If this extension is in force, **we** will indemnify **you** in relation to the extended **territorial limits** up to the **limits of indemnity** stated in the **schedule** less the applicable **excess**.

2 Merchantable quality

We will indemnify **you**, up to the **limits of indemnity** stated in the **schedule** against **liability** to pay compensation for **financial loss** to the retail purchasers or owners of any **vehicles, accessories, parts or fuel** for any **vehicle** sold, repaired, tested, serviced, maintained, altered, cleaned or inspected resulting from such goods or services not being of merchantable quality or not being fit for the purpose for which they were required or intended.

excluding

- i) *the excess stated in the schedule*
- ii) *compensation arising out of injury or damage.*

SECTION 3 – EMPLOYERS’ LIABILITY

Your schedule will show the insurer and if this section is in force.

Specific definition

Where any specific definition here is the same defined term as defined in the General Definitions then the section specific definition only, applies for this section of the policy.

Costs and expenses

All legal, fees and disbursements incurred by **you** with **our** written consent in the investigation, defence or settlement of any **claim** which would be covered under this section of the **policy** including any costs arising out of

- i) **your** legal representation at any coroner’s inquest or fatal accident inquiry
- ii) any proceedings brought in a court of summary jurisdiction or an indictment in any higher court in respect of an alleged breach of statutory duty resulting in **injury or damage**
- iii) any claimant’s legal costs for which **you** are responsible.

The cover

We will indemnify **you** against **liability** to pay **costs and expenses** if, during the **period of insurance** an **employee** sustains **injury** in the **territorial limits** arising out of and in the course of employment by the **business**. **We** will, for any one **claim**, pay up to

- a) the **limit of indemnity** stated in the **schedule**
or
- b) £5,000,000 where an **injury** is directly or indirectly caused by, results from or is in connection with any **act of terrorism** or action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**.

excluding injury arising from

- i) *the use by **you** of a **vehicle** on the road or public place where such **injury** is caused by or arises out of the **employee** being carried in or on, getting into, onto or out of a **vehicle** where compulsory insurance or security is needed under **Road Traffic Act** legislation*
- ii) *any activity relating to the sponsorship or organisation of and/or participation in or practising for any motor competition, race, speed, reliability or other trial or performance test other than road safety rallies or treasure hunts*
- iii) *work on, travelling or visits to or from offshore installations or support vessels.*



Unsatisfied court judgements

We will, in addition and at **your** request, pay **employees** or their personal representatives, the amount of damages and taxed costs awarded for **injury** by a court in the **United Kingdom** against a company, partnership or any person conducting a business which remains unpaid six months after the date of the award

provided that

- a) the most we will pay in any one **period of insurance** is £250,000
- b) the **injury** was sustained in the course of the **employee's** employment by the **business** during any **period of insurance**
- c) there is no appeal outstanding against the judgement
- d) the **employees** or their personal representatives agree to assign the judgement to **us** and to repay to **us** any part of the award subsequently recovered
- e) there is no other insurance in force to cover such payment.

Optional extensions

Your schedule will show which of the following optional extensions are in force and, where applicable, the extent of cover provided.

1 Extended territorial limits

The **territorial limits** are extended to include

- a) Andorra, Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, San Marino, Slovakia, Spain, Sweden, Switzerland and The Vatican.
- b) The rest of the world *other than the United States of America and Canada*.

If this extension is in force, we will indemnify **you** in relation to the extended **territorial limits** up to the **limits of indemnity** stated in the **schedule**.

2 Injuries to working partners or proprietors

We will extend the indemnity to include **injury** sustained by any working director, partner or proprietor of the **business** whilst working in connection with the **business**

provided that

- a) the **injury** is caused by the negligence of another working director, partner or **employee** whilst working in the **business**
- and
- b) there is a valid right of action in negligence against the person responsible for the **injury**.

PART E – PERSONAL ACCIDENT

*Your schedule will show the insurer and if this part of the **policy** is in force.*

SPECIFIC DEFINITIONS

*Where any specific definition here is the same defined term as defined in the General Definitions then the section specific definition only, applies for this section of the **policy**.*

Accident	Any injury (including exposure to the weather) caused by a sudden, unexpected specific and identifiable event.
Injury	For the purpose of this part of the policy only, a physical injury caused solely and independently by an accident which, within 12 months, results in an insured person's death or disability.
Insured person(s)	Any of those persons named under this part of the policy in the schedule who, at the time of effecting or renewing this policy are aged between 16 and 75 and, where applicable, their legal personal representatives, executors or administrators.
Loss of hearing	Total and permanent loss of hearing which lasts for a minimum of 4 consecutive months and which, at the end of that time is, in the opinion of an independent qualified medical practitioner, beyond the possibility of improvement.
Loss of limb	Loss by physical severance of one or more hands, limbs or feet or the loss of use of a hand, foot, arm or leg.
Loss of sight	The permanent and total loss of sight which we consider as having happened <ul style="list-style-type: none"> a) in both eyes, if an insured person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist or b) in one eye if, after correction, the degree of sight an insured person has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at sixty feet).
Loss of use	The total, irrecoverable and permanent loss of use which is continuous for 12 months and which is, in the opinion of an independent qualified medical practitioner, beyond the possibility of improvement.
Permanent total disablement	Injury to an insured person which, for 12 consecutive months entirely prevents the carrying out of that person's usual occupation and which, at the end of that time is, in the opinion of an independent qualified medical practitioner, beyond the possibility of improvement.
Pre-existing condition	Any physical or mental condition or disability of a recurring or chronic nature from which the insured person suffers or was known to suffer, prior to the inception of this policy .
Temporary total disablement	Disablement which entirely prevents the carrying out of an insured person's usual occupation for up to 104 weeks from the date of the injury but is not permanent total disablement .
Usual occupation	The tasks, duties and other functions which you normally pay an insured person to perform for your business .
Weekly earnings	The maximum benefit stated in the schedule which should represent one 52nd of an insured person's total wages or salary (excluding overtime, bonus payments and all other allowances) for the 52 weeks immediately preceding the date of the injury .



The cover

Where an **insured person** suffers death or **injury** directly resulting from an **injury** during the **period of insurance**, we will, for the outcomes listed below, pay the stated percentage(s) of the maximum benefits shown in the **schedule**

Death 100%
*other than for an **insured person** aged 16 or under where the benefit payable is £5,000*

Permanent total disablement 100%

Loss of sight

a) in both eyes 100%
b) in one eye 50%

Permanent and total **loss of speech** 100%

Permanent and total **loss of hearing**

a) in both ears 100%
b) in one ear 25%

Loss of limb

a) more than one limb 100%
b) one limb 60%
c) shortening of a leg by at least 5 centimetres 15%
d) loss by physical severance or **loss of use** of any
i) big toe 25%
ii) other toe 5%
iii) thumb 25%
iv) index finger 25%
v) other finger 10%

Loss of use of

a) shoulder, elbow or wrist 25%
b) hip, knee or ankle 25%

Removal by surgical operation of the lower jaw 30%

Temporary total disablement 100% of weekly earnings

provided that

- i) the death benefit will be payable only if death occurs within 12 months of the **accident**
- ii) the maximum amount payable for any one **insured person** is the death benefit stated in the **schedule** other than where payments have already been made for **temporary total disablement**
- iii) **temporary total disablement** benefits will
 - a) only become payable after 4 weeks of disablement
 - b) once they become payable, be paid 4 weeks in arrears
 - c) cease immediately any payment, other than for **temporary total disablement**, is made under this part of the **policy**
- iv) where a benefit is paid for **loss of limb**, no benefits will be paid for other parts of the affected limb
- v) where more than one **insured person** suffers **injury** as a result of the same **accident**, the maximum we will pay is £200,000 which will be allocated to each of the **insured persons** in equal proportions
- vi) where the consequences of an **accident** are more serious because of an **insured person's pre-existing condition**, the amount we consider would have been reasonable had those consequences not been so serious
- vii) no benefit will be payable where an **insured person's injury** arises solely from taking part in any sport or leisure activity.

Specific conditions

The following conditions apply to this part of the **policy** and should be read carefully as non-compliance will affect the cover provided.

- 1 **You** are, as soon as reasonably possible, required to notify **us** of
 - i) any **accident** which may give rise to a **claim**
 - ii) the death of an **insured person** as a result of or alleged to result from an **accident**.
- 2 **You** must notify **us** immediately there is any change to an **insured person's usual occupation**, state of health or other factors such as potentially hazardous leisure pursuits which may affect **our** assessment of the risk. Failure to do so may invalidate the **insured person's** cover or may result in the cover not operating fully. Based on the information **you** provide, **we** reserve the right to charge an additional premium or cancel the **insured person's** cover.
- 3 The **insured person** agrees
 - i) to be placed under the care of a qualified medical practitioner throughout any period of disability
 - ii) to act upon any medical or surgical advice given
 - iii) at **our** expense, to submit to medical examinations whenever required by **us**
 - iv) that in the event of death **we** will, at **our** expense, be entitled to have a post mortem examination carried out
 - v) that all information, medical records, certificates, evidence, notes and correspondence whether relating to a **claim** or to a **pre-existing condition** will be made available to **us** or **our** medical advisors
- 4 If, in the event of the disappearance of an **insured person** for more than 180 consecutive days, it is reasonable to believe that death has occurred as a result of an **accident**, **we** will pay the benefit for death subject to a signed undertaking that the amount paid will be returned if the **insured person** is subsequently found to be alive
- 5 Cover for an **insured person** will end when any payment, other than for **temporary total disablement**, is made under this part of the **policy**
- 6 No refund will be allowed if this part of the **policy** is cancelled either by **you** or by **us**. (See General Condition 13 – Cancellation on page 64).

Specific exclusions

*This part of the **policy** does not cover*

- 1 *Any **insured person** who is not a **United Kingdom** resident*
- 2 *Provoked assault, **road rage** or fighting except in bona fide self defence*
- 3 ***Injury arising from an insured person***
 - a) *working or travelling against medical advice*
 - b) *driving, using or getting onto or off a motorcycle, moped or quad bike*
 - c) *loading, unloading or using a **vehicle** as a tool of trade*
 - d) *practising for or taking part in any speed or time trial or race other than on foot; rallies track days, trials or speed tests either on a road, track or off-road whether or not an event is officially organised or informally arranged*
 - e) *flying or other aerial activity other than as a fare paying passenger in a commercial airline*
 - f) *serving with any of the armed forces in any capacity*
 - g) *participating in winter sports other than skating or curling*
 - h) *diving with the aid of breathing apparatus, rock climbing or mountaineering which normally involves the use of ropes or guides, potholing or hunting*
- 4 *Deliberate exposure to exceptional danger except in an attempt to save human life*
- 5 *Any **insured person** who **we** are satisfied was, at the time of the **injury**, under the influence of or addiction to any substance including but not limited to intoxicating liquor, substance or solvent abuse and/or a drug or drugs including those medically prescribed where a doctor or manufacturer has advised that the ability of the **insured person** to carry out normal activities including driving may be impaired*
- 6 *Any act by an **insured person** of*
 - a) *committing or attempting to commit suicide or intentional self injury whether sane or insane*
 - b) *wilful, deliberate, criminal, malicious **injury***
 - c) *dangerous or reckless driving or **road rage** which results in a conviction*



7 **Injury**

- a) *directly resulting from an **insured person's pre-existing condition(s)** or any gradually developing bodily deterioration whatever the cause unless declared to us and the **schedule** shows that **we** have agreed to provide cover*
- b)) *arising from any gradually developing bodily deterioration whatever the cause*

8 **Any sickness or disease not resulting directly from an injury**

9 *The cost of providing information, medical records, certificates and evidence **we** or **our** medical advisors require*

10 **Indirect loss(es)** of any kind.

Optional extension

*Your **schedule** will show whether the following optional extension is in force.*

1 Spouses and children

We will provide cover for the members of **your family** named in the **schedule** who are not employed by the **business**

provided that

- i) for the purposes of this optional extension, **permanent total disablement** is amended to mean permanent disablement which entirely prevents the named member of **your family** from carrying out gainful employment of any and every kind
- ii) no **temporary total disablement** benefit is payable.

PART F – VEHICLES AND GOODS IN TRANSIT

Your schedule will show if this part of the policy is in force.

SPECIFIC DEFINITIONS

Where any specific definition here is the same defined term as defined in the General definitions then the section specific definition only applies for this section of the policy.

Customer vehicle	For this part of the policy any vehicle, boat and trailer including caravans, luggage trailers and boat trailers not belonging to you but in your custody or control and for which you are responsible whilst being towed or carried by a business vehicle for recovery, collection or delivery.
Europe	Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Gibraltar, Greece, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland and The Vatican.
Goods	Vehicles, plant and equipment, tools and stock and, if specifically shown in the schedule to be insured, valuable stock .
In transit	The movement of goods in connection with the business .
Plant and equipment	All permanently fixed items of i) electrical, mechanical and/or hydraulic plant and associated equipment ii) fixtures and fittings in or on your vehicle and/or trailer not supplied as original equipment by the manufacturer.
Stock	For the purposes of this part of the policy , stock includes merchandise and materials-in-trade and, if shown as insured in the schedule , valuable stock , belonging to you or for which the business is responsible whilst carried in or on your vehicle and/or trailer .
Territorial limits	The territorial limits shown in the schedule .
Tools	Portable tools , tool kits, electronic diagnostic, test and other equipment and toolkits <i>not more specifically insured</i> , owned by or for which the business is responsible including employees' tools carried in or on your vehicle and/or trailer .
Valuable stock	Fuel and oil, communication, audio and video equipment, computers and associated equipment and discs, photographic equipment, video and audio cassettes, compact discs, electrical tools, cigarettes, cigars, tobacco, alcoholic beverages, leather goods, clothing, furs, clocks, watches, jewellery, articles of gold and silver, precious metals and stones, bullion, cash, bank notes, stamps, bonds, securities, non ferrous metals and explosives owned by or for which the business is responsible.
Vehicle(s)	Customer vehicles and stock vehicles.



The cover

We will pay up to the relevant **sums insured** for accidental loss of or damage in the **territorial limits** during the **period of insurance** to any

- i) **trailer**
 - a) attached to or detached from a **business vehicle** whilst in transit
 - b) parked at the **trade premises**
- ii) one load or combination of loads of **goods in transit** whilst in, on, attached to, towed by or being loaded into or unloaded from any **business vehicle** and/or **trailer** specified in the **schedule** including temporary storage in or on the **business vehicle** or **trailer**

How we will settle your claim

We will by payment or, at our option, by reinstatement or repair pay up to the **sum(s) insured** shown in the **schedule** less the applicable **excess**.

1 Vehicles

If the **vehicle** is lost, stolen or damaged, we will, subject to the deduction of the applicable **excess(es)** and at our option repair, replace or reinstate

- i) the **vehicle**
 - ii) its **accessories** up to a maximum of £500
- or we may make a cash settlement but no more than the **indemnity limit** for any one **vehicle** shown in the **schedule** or, where a driver's name is shown under the young and inexperienced driver restrictions, the specific **indemnity limit** for that driver.

Recovery and delivery

We will, at our discretion, pay up to £1,000 inclusive of VAT for the reasonable and necessary costs of

- i) protecting the **vehicle**
- and
- ii) moving the **vehicle** if it
 - a) is a **total loss**, to free and safe storage whilst our investigations are carried out
 - or
 - b) cannot be driven, to the nearest approved repairer or the trade premises
- and
- iii) delivering it back to the **trade premises** or **home** in the **United Kingdom** once repairs have been completed.

Work carried out by you

Where, by agreement, the work is to be carried out by **you** in **your** own repair shop or that of a **business** in which **you** are the owner, director or partner, a deduction of 10% will be made from the cost of labour and manufacturers' parts agreed by the independent vehicle assessor at the time of inspection.

Work not carried out by you

Where **you** do not carry out a **vehicle** repair we will, if requested by **you**, pay the repairer in full subject to **you** paying us the relevant **excess(es)**.

Customer vehicle settlement basis

Your legal liability to replace or repair the **vehicle** but not its contents or for any resultant indirect loss.

New vehicle sales discount

Where a customer has signed a contract for the purchase of an unregistered new **vehicle** which then sustains damage to the extent that **you** are required to declare it to the customer, we will, at our option, pay up to £5,000 to enable **you** to complete the sale.

Total loss settlement basis

- **New unused business and stock vehicles**
The invoice price inclusive of all freight, delivery charges, irrecoverable VAT and motor vehicle taxes.
- **Used business and stock vehicles**
The trade value.

- **Personally owned imported, collector, vintage, classic or cherished vehicles**
The current market value or the agreed value shown against a specific **vehicle** in the **schedule**
- **Other personally owned vehicles**
The market value or the value shown in the **schedule** whichever is the lower.

In addition, **we** will pay up to a maximum of £1,000 for the additional costs necessarily incurred in

- a) debris removal and site clearance
- b) transferring, reloading or removing the **goods** insured following collision, impact or overturning.

Where a **claim** for a **vehicle** or **trailer** is agreed on a **total loss** basis, the salvage becomes **our** property but, by agreement, may be purchased by **you**.

2 Plant and equipment, tools and stock

The market value of the plant and equipment and tools and stock but no more than the sum insured shown in the **schedule**.

3 Trailers

The **market value** of the **trailer** but no more than the **sum insured** shown in the **schedule**.

4 Additional costs

We will pay up to a maximum of £1,000 for the additional costs necessarily incurred in

- i) debris removal and site clearance
- ii) transferring, reloading or removing the **goods** following collision, impact or overturning.

5 Loss of use of customer vehicles

Where Optional extension 3 – Loss of use of customer vehicles of Part A Motor, Section 2A – Road Risks is operative (see page 18), **we** will provide cover for loss of use of **customer vehicles in transit** for which **you** are legally liable subject to the **claim** being valid and the amount **we** will pay being limited to 10% of the **indemnity limit** for any one **vehicle** or **customer vehicle** shown in the **schedule** under Road Risks.

Specific conditions

1 Underinsurance

If, at the time of the loss or damage, a **sum insured** represents less than the full value of the category of **goods** insured, the amount **we** will pay will be proportionately reduced.

2 Unattended vehicles and trailers

Theft from an **unattended vehicle** or **trailer** in transit including its **plant and equipment** will be covered only if

- i) **you** have taken reasonable precautions to protect the **vehicle, trailer** and/or contents
- ii) all **keys** including wheel clamp **keys** are in **your** personal custody or in a locked safe or metal cabinet securely bolted to a wall and/or the floor
- iii) the windows, doors and other openings are closed and securely locked and fastened
- iv) all **alarms, immobilisers**, steering locks, tracking and locating systems and other security devices including those required by **us** are in efficient working order and have been brought into operation
- v) **motorcycles, mopeds** and **quad bikes** that cover is extended to are secured by U locks attached to ground anchors, chained together or garaged in a securely locked building
- vi) the **trailer** is
 - a) either secured to the **business vehicle** with an appropriate locking device
 - b) or, if detached, fitted with a heavy duty hitch lock and wheel clamp
- vii) all **tools** are in a locked tool box which is permanently secured to the **business vehicle** and/or **trailer**
- viii) **you** have removed from view any **accessories** and **in-vehicle equipment** designed to be wholly or partly removable or portable
- ix) there is evidence of forcible and violent entry or exit.



Specific exclusions

This part of the policy does not cover

- 1 any **goods in transit** for more than seven days from dispatch to delivery unless the **schedule** shows that we have agreed to an extended period
- 2 loss or damage caused by
 - a) inventory shortages or shortage in weight
 - b) the use of defective, inadequate or unsuitable packing materials
 - c) the incorrect packing or securing of a load
 - d) leakage, natural deterioration, evaporation, loss of weight or variations in temperature
 - e) vibration, denting, scratching or bruising
 - f) frost, corrosion, rust, wet or dry rot, shrinkage, dampness, dryness, marring, scratching, latent defect, inherent vice, vermin or insects
 - g) an existing or hidden defect
 - h) change in colour, flavour, texture or finish
 - i) mechanical or electrical breakdown, derangement or defect unless caused by external means
 - j) confiscation, expropriation, requisition, embargo, nationalisation, damage or destruction by order of any government, government agency or public authority
 - k) riot, strike, civil commotion, lockouts or labour disturbances
- 3 loss of or damage to
 - a) **valuable stock** unless shown in the **schedule** to be specifically insured
 - b) **tools in or on the business vehicle and/or trailer** other than from a permanently fixed securely locked tool box
 - c) any **customer vehicle** or **stock vehicle** whilst being operated under its own power
 - d) **goods at the trade premises**
 - e) **plant and equipment** insured elsewhere including under Part A – Motor, Section 2 – Vehicles on the Road and at the Trade Premises and Part B – Material Damage, Section 1 – Buildings, Contents and Stock
- 4 death, **injury** or loss of any living creature or liability arising therefrom.

Specific additional security requirements and exclusions

Your schedule will show which of the following specific additional security requirements and exclusions apply to this part of the policy.

*This part of the policy does not cover theft or attempted theft from an **unattended vehicle or trailer in transit** including any **plant and equipment**.*

- 1 **Vehicle and/or trailer alarm**
unless a fully functioning **alarm** is in efficient working order, has been set in its entirety and brought into operation
- 2 **Vehicle immobiliser**
unless a fully functioning **immobiliser** or steering lock is in efficient working order and has been brought into operation
- 3 **Vehicle tracking device**
unless a fully operational vehicle tracking or locating device which has been approved by us has been activated
- 4 **Additional locks**
unless the additional dead locks or steering locks approved by us are in use
- 5 **Overnight theft requirements**
between the hours of 9.00pm and 6.00am unless garaged in a locked building or secured in a locked compound
- 6 **Overnight theft exclusion**
between the hours of 9.00pm and 6.00am.

Optional extensions

Your schedule will show which of these optional extensions is in force.

No benefit under either optional extension will pass to any subcontractor, other carrier, bailee or freight forwarder.

1 Financial loss following damage to goods

We will, for any one claim, pay up to the indemnity limit shown in the schedule for Financial loss arising solely from

- 1 loss or damage to goods for which a valid claim has been made
- 2 delay other than failure to meet a contractually agreed delivery time and/or date
- 3 accidental misdelivery

provided that your contract for the carriage of goods either excludes liability or limits liability for financial loss to the carriage charges for the consignment.

2 Trailer signwriting and lock replacement

We will,

a) Signwriting

pay up to 10% of the market value of the trailer shown in the schedule for restoration, repainting or new signwriting if your trailer sustains damage to its signwriting or is stolen and not recovered

provided that

- i) where there is no claim for loss of or damage to the trailer itself, you pay the applicable excess
- ii) you alone are responsible for the signwriting costs.

b) Lock replacement

pay up to £500 in any one period of insurance for the replacement of locks if the key, fob and/or lock transmitter of the trailer is lost or stolen or the locks are damaged by theft, attempted theft, vandalism or malicious damage.

but not

- 1 any loss, damage or theft not reported to the police
- 2 unless you can establish to our satisfaction that
 - i) your identity, the identity and/or the garaging address of the trailer is not known to any person, other than you or a member of your family who may be in possession of the key, fob and/or transmitter
 - ii) there is a definite risk of theft or appropriation of the trailer
- 3 the cost of replacing the trailer's alarms or other security devices.



GENERAL CONDITIONS

*The following conditions apply to this **policy** as a whole except where specifically varied in any part or section. In addition some parts and sections have their own specific conditions which should be read carefully as they will affect the cover provided particularly with regard to the cancellation of this **policy**.*

1 Claims notification and management

You must, when an incident occurs which may result in a **claim**

- i) within 48 hours of the occurrence or discovery advise **us**, initially by telephone and then in writing, of all incidents including assault, **road rage** or altercations which may result in a **claim** regardless of whether or not **you** are responsible
- ii) unless a different notification period is stated in the **schedule**, within 24 hours of discovery tell the police about all incidents of **injury**, theft, attempted theft, vandalism, malicious acts or **road rage** and obtain a crime reference number
- iii) not admit to, negotiate any payment, settle or refuse any **claim** without **our** written consent
- iv) notify **us** in writing immediately **you** or **your** personal legal representative becomes aware of any impending prosecution, inquest or fatal inquiry involving anyone covered by this **policy**
- v) immediately send **us** unanswered every writ, summons, legal process or other communication **you** receive about a **claim**
- vi) provide sufficient information to substantiate the **claim** including, if requested, the original purchase receipt and proof of the seller's identity
- vii) at **your** own expense, provide all other details, information and evidence **we** may require.

2 Late reporting of claims

All incidents which may give rise to a **claim** for compensation from third parties not advised to **us** within 48 hours of the occurrence or discovery or any more specific period stated in the **schedule** are deemed late notification. Therefore, if **we** have to pay increased compensation and/or costs due to **our** obligations under the **Road Traffic Acts**, **we** may

- i) require **you** to reimburse any additional amounts **we** have had to pay
- ii) for **vehicle claims**, retain any premium refund due to **you**
- iii) request payment of the late notification **excess** shown in the **schedule**
- iv) cancel **your policy** by invoking General Condition 13 – Cancellation on page 64.

In addition, **your claim** for damage to the **vehicle** may be prejudiced and **you** may forfeit any accrued no claim bonus.

3 Conduct of claims

We are, for any **claim** under this **policy**, entitled to

- i) conduct, defend or settle any **claim** in **your** name and at **our** expense
- ii) exercise full discretion in the conduct of any proceedings or the settlement of any **claim**
- iii) for **our** benefit and at **our** expense, take proceedings in **your** name to recover any payments **we** have made
- iv) receive all the necessary information, proofs and assistance **we**, **our** duly appointed agents and/or legal representatives may require including a statutory declaration of the truth of the **claim** and any matter connected with it
- v) co-operation from **you** and/or **your family** and anyone else entitled to indemnity under this **policy**.

4 Subrogation

In the event of a **claim**, **you** must in **your** name and at **our** request and expense, take and permit to be taken all the steps required to enforce rights and remedies against any other party whether such steps are or become necessary before or after any payment is made by **us**.

5 Fraud

If **you**, anyone acting on **your** behalf or any other insured person makes a **claim** which is in any way fraudulent. **We**

- i) will not pay the **claim**
- ii) will seek to recover from **you** any costs **we** have incurred

- iii) may treat the **policy** as void from the time of the fraudulent act
- iv) will retain any premiums paid by **you**
- v) may tell the police.

Fraud may include

- a) statements which are deliberately false, intentionally inflated or exaggerated
- b) documents given to **us** which are false, forged or stolen
- c) **claim** details and/or information given to **us** which is inaccurate, falsified, misrepresented or has been withheld
- d) wilfully causing loss, damage or **injury**.

6 Your duty of care

You must

- i) take all reasonable steps to
 - a) prevent loss, **damage**, malicious **damage**, vandalism, accident, death and/or **injury**
 - b) maintain **vehicles** and **trailers** in an efficient and roadworthy condition and allow **us** access to examine them at any reasonable time
 - c) maintain, protect and keep safe and secure the **trade premises** and all other insured property and allow **us** access to examine them at any reasonable time
 - d) observe and comply with all statutory and/or public authority legislation, regulation, requirements and obligations
 - e) keep accurate and complete records of all purchases and sales
- ii) not leave **keys**, fobs or transmitters in or on any **unattended vehicle** or **trailer**
- iii) maintain all **plant, tools** and **equipment** in good condition and in accordance with manufacturers' instructions.

7 Cessation of cover

This **policy** will no longer provide cover if

- i) **your** interest in the **business** ceases, other than by will or operation of law, or **you** have been declared bankrupt, have entered into an Individual Voluntary Arrangement (IVA) or are disqualified from acting as a company director for any period of time
- ii) the **business** is wound up, dissolved, put into administration, a liquidator or receiver is appointed or trading is permanently discontinued.

8 Notifying changes and non-compliance

You must notify **us** in writing

- i) any changes to
 - a) the information given to **us** which may affect this insurance (see Supplying Information and Making Changes on page 71 within 14 days
 - b) the use(s) of the **vehicle(s)** and/or **trade premises** immediately

and/or

- ii) **your** inability to comply with any of the terms and conditions of this **policy**.

Should **we** become aware of any change or non-compliance which may affect this insurance, **we** reserve the right to

- cancel **your policy**
and/or
- refuse to pay a **claim** (in part or in full)
and/or
- revise the premium and/or change an **excess**
and/or
- revise the extent of cover or the terms, conditions and/or exclusions of this **policy**.

If it becomes necessary for **us** to cancel this **policy**, **we** will do so as outlined in General Condition 14 - Cancellation on page 64.

9 Production of information

Where **we** have agreed to reinstate or replace any insured property, **you** will be required at **your** own expense to provide all plans, documents, additional information, details and evidence **we** may reasonably require.

10 Your duties and obligations

No claim will be met if you have breached any of the conditions, requirements and precautions listed below where it can be shown that the breach directly caused or contributed to the event giving rise to the claim.

A – Vehicle and trailer CCTV and telematics

Where **your schedule** shows that **you** are required to have a camera, digital CCTV recording system and/or telematics fitted in or to a **vehicle** and/or **trailer**, **you** must

- i) ensure that these
 - a) have been installed and are being used in accordance with manufacturers' requirements and instructions for their correct operation
 - b) have their functionality checked in accordance with the manufacturers' recommendations and at least annually
 - c) are fully operational and activated at all times
- ii) keep all maintenance contracts and/or service subscriptions in force
- iii) within 48 hours of any incident or event which may give rise to a **claim**, ensure footage and/or memory cards relating to it are passed to us.

B – Shared premises and changes in occupation

Where the **trade premises** are shared, **you** must notify **us** in writing **immediately** any changes are made to the

- i) occupancy of any part of the **trade premises**
- ii) the types of **business** and the processes being carried out.

C – Minimum security precautions

You must ensure that the minimum security precautions listed below and any others **we** require **you** to implement are in place and fully operational at the **trade premises** whenever unattended and out of **business hours**

- i) all external doors must be fitted with and secured
 - a) by a 5 lever mortice deadlock and box striking plate conforming to BS3621
 - b) by a 5 (or more) pin closed shackle padlock and locking bar
 - c) for aluminium or UPVC doors, by an integral cylinder operated swing bolt mortice lock
 - d) for double leaf doors, the first closing leaf by key operated locks or bolts top and bottom in addition to an appropriate locking mechanism
 - e) for outward opening doors, by hinge bolts in addition to an appropriate locking mechanism or by an alternative form of lock or locking system which provides a level and degree of security at least equal to the precautions specified above approved by **us**
- ii) all accessible windows, fanlights and skylights
 - a) must be fitted with and secured by key operated window locks or be protected by solid steel bars of not less than 2cm diameter, not more than 12.5cm apart and securely grouted into the brickwork or masonry surrounding the window
 - b) if louvred, must have the louvres permanently fixed in place.

D – Intruder alarm and CCTV systems at the trade premises

Where an intruder alarm and/or CCTV recording system is installed at the **trade premises**, **you** are required to

- i) maintain the systems in full working order
- ii) put the intruder alarm into full operation whenever the **trade premises** are unattended
- iii) ensure that the CCTV recording system, if any, is fully functional and activated at all times
- iv) keep in force a maintenance agreement either with the installer or, if agreed by **us** in writing, another specialist security firm
- v) notify the maintenance company immediately **you** become aware of defects in any part of the system and ensure that these are promptly remedied
- vi) notify **us**
 - a) immediately if **you**
 - 1 receive notice from the police that they may be withdrawing response to intruder alarm calls
 - 2 become aware that any part of the system is not working
 - b) before any replacement, extension or other alteration is made either to the system or to the maintenance contract

- vii) on request, immediately provide us with all records and/or footage relating to any incident which may give rise to a claim.

E – Electrical wiring

You must ensure that the **trade premises** have a current Electrical Wiring Certificate and that all urgent remedial work or corrective action is carried out immediately.

F – Automatic fire alarm

Where an automatic fire alarm has been installed at the **trade premises**, you must ensure that

- i) all testing and checking requirements referred to in the completion certificate are carried out when required and that any defect found is remedied immediately
- ii) the maintenance procedures specified by the equipment manufacturers are carried out
- iii) we are notified immediately of any failure of the automatic fire alarm installation which is likely to leave any area unprotected for twelve or more hours
- iv) full records are kept of all alarm faults, tests, maintenance, disconnections and other incidents and that these are available for examination by us
- v) you notify us immediately the system is permanently removed, dismantled or no longer used.

G – Fire extinguishers, break doors and shutters

You must ensure that

- i) there are a sufficient number of suitable types and sizes of fire extinguishing appliances in all parts of the **trade premises**
- ii) all fire extinguishing appliances
 - a) are serviced annually by a company registered by the British Approvals for Fire Equipment (BAFE) and maintained in accordance with the manufacturer's instructions
 - b) are promptly repaired if found to be faulty or defective in a routine inspection
 - c) are recharged according to the manufacturer's instructions following every use whether fully discharged or not
- iii) all fire break doors and shutters are maintained in efficient working order and, outside of **business hours**, are kept closed and all protection systems activated
- iv) we are advised of any alterations made to fire protections at the **trade premises**.

However this **policy** will not be invalidated if a defect in a fire extinguishing appliance, fire break door or shutter which was unknown to you or beyond your control is a contributing factor to the **damage** to the insured property.

H – Sprinkler maintenance

Where an automatic sprinkler system is installed at the **trade premises**, the premium you pay has been calculated accordingly. You are therefore required to

- i) take all reasonable steps to prevent frost and other **damage**
 - ii) maintain or ensure that the installation, including the external alarm signal, is in efficient working condition throughout the **period of insurance**
 - iii) make a weekly test to ensure that the alarm is in working order and that the stop valves controlling the individual water supplies and the installation are fully open
 - iv) if required by us to do so, make quarterly or half yearly tests to ascertain that each water supply is in order
 - v) make any further tests and inspections of the equipment installed as and when required by us
 - vi) record the particulars of each test and promptly remedy any defects that are found
 - vii) notify us immediately if the water supplies are turned off or the sprinkler installation is rendered inoperative from any cause
 - viii) give us advance written notice and obtain our written agreement before any changes, repairs or alterations are made
 - ix) when requested by us, give reasonable access to the **trade premises** to inspect the system
- If we notify you that defects in the construction or condition of the system require alterations or repairs to be carried out, we may at our option, advise you in writing that cover will be suspended until these have been carried out and we have approved them.

I – Provision and use of safety equipment

You must ensure that appropriate safety equipment is provided to all operatives whether working in or away from the **trade premises** and that such equipment is properly maintained and used.



J – Storage of stock and high risk stock

All **stock** and **high risk stock** must be stored on racks, shelves, pallets, stillages or in cages at least 15cm above floor level.

K – Storage and removal of waste

You must ensure that

- i) during working hours oily and/or greasy waste and used cleaning cloths are put into closed metal bins with metal lids
- ii) waste tyres are transferred to and stored in a skip or metal container
- iii) all other combustible waste including food packaging, is swept up each day and put into closed metal bins with metal lids
- iv) all waste containers are removed from the buildings of the **trade premises** at the end of each working day
- v) all waste is securely stored away from the walls of the buildings and removed from the **trade premises** at least once a week.

L – Storage of gas cylinders

If the work **you** undertake involves the use of gas cylinders at the **trade premises**, *no claim will be met* unless all gas cylinders are securely stored

- i) when not in use, in a locked, dry and well ventilated designated area
 - a) preferably outside but, if inside, in a building not used for any other purpose
 - b) free from sources of ignition
 - c) not vulnerable to impact risks
 - d) with closed valves and, where provided, dust caps in place
- ii) in a vertical position unless specifically designed to be used otherwise
- iii) if empty, separately from full cylinders
- iv) in a way to prevent toppling.

In addition, **you** must ensure that the cylinders are

- 1 properly marked to show what they contain and the hazards associated with their contents
- 2 inspected for signs of obvious damage before each use
- 3 examined and tested at specified intervals by the appropriate inspection body, in accordance with relevant regulations and permanently marked by that inspection body to show the date of the last periodic examination.

M – Application of heat at the trade premises

If the work **you** undertake involves the use of gas or electric welding and cutting equipment, blow lamps, blow torches or similar equipment, *no claim will be met* unless the following requirements have been complied with every time heat is applied.

i) Before starting work

- a) **you** must be, or appoint an **employee** to be, responsible for fire safety and for ensuring that all necessary precautions are taken
- b) **you** must ensure that the area of the **trade premises** selected for the work to be carried out is of non combustible construction, that all combustible materials have been moved to a distance of at least 6 metres from where work will be carried out and that the only gas cylinders present are necessary for the job in hand
- c) all spare gas cylinders are securely stored outside the buildings
- d) **you** must ensure that combustible materials are not in danger of ignition either directly or indirectly by conducted heat and that combustible materials which cannot be moved are covered and fully protected by overlapping sheets or screens of non-combustible material
- e) all welding and cutting equipment must be in a safe serviceable condition, have been checked on a regular basis in accordance with the manufacturers' recommendations and the connections and pressure settings checked immediately before use
- f) all combustible or flammable material, electric wiring and fuel feed pipes must be located and removed to at least 40 centimetres from the point of the application of the heat and from any secondary areas affected by heat on the subject **vehicles** regardless of any intervening bodywork or panels
- g) fuel tanks must be drained and removed from any **vehicle** if the point of the application of the heat is within 40 centimetres of the tank or any fuel feed pipes

- h) fuel from the drained fuel tanks must be kept in non-combustible containers which, together with the drained tanks, are removed from the buildings and kept within a designated safe area on the site
- i) batteries must be disconnected and any battery within 40 centimetres of the point of the application of the heat removed from the **vehicle**.

ii) Whilst the work is in progress

- a) unless **you** are a sole trader and have no-one to assist **you**, **you** must arrange for a person to be alongside the operative when using the equipment to see that there is no outbreak of fire
- b) at least one 5kg CO₂ fire extinguisher is within immediate reach of the point of the application of the heat
- c) the igniting of all such equipment must be carried out strictly in accordance with the manufacturer's instructions and lighted equipment must not be left unattended.

iii) When the work is finished

in order to ensure that there is no risk of fire after the application of heat, **you** must immediately on completion of each period of work and then again after 30 and 60 minutes

- a) undertake a thorough examination of the area in which the work was carried out including
 - 1 the immediate vicinity i.e. within a radius of 15 metres
 - 2 the other side of any wall or partition
- b) examine the **vehicle** or property worked upon to ensure there is no possibility of an outbreak of fire.

N – Spray painting

If the work **you** undertake involves paint spraying at the **trade premises**, *no claim will be met* unless **you** comply with the following requirements

- i) All spray painting, other than the use of aerosol cans used for touching up, must be carried out in a booth or other designated area
- ii) **You** must ensure that
 - a) each booth or designated area
 - 1 is equipped with a fan which exhausts to the open and which is always in operation whilst spraying is in progress and for at least 15 minutes after spraying has ceased
 - 2 has its electric lighting provided either from outside the booth area or, if in it, behind sealed wired glass panels, flameproof or another type of lighting approved by **us**
 - 3 has no electric switches or fuse boxes unless these are flameproof
 - 4 is cleaned in accordance with written procedures which must include the regular cleaning of extraction filters and ducts
 - b) each person spraying is provided with and uses appropriate safety equipment and protective clothing
 - c) all portable electrical equipment is removed from the booth or designated area when spraying is carried out
- iii) Heating systems must be fixed or, if there is an alternative system in place, it must be agreed by **us**
- iv) No smoking or use of naked lights is permitted
- v) Only the paint actually in use is kept in the booth or designated area and all other stocks of paints and thinners are kept in a special paint store in sealed cans.

O – Working on tankers

You must ensure, before taking charge of any tanker for maintenance, repair, modification, extension, restructuring, demolition or cleaning, that the tanker has been made safe by adequate cleaning in order to eliminate any residual dangerous substances and to prevent any occurrence of explosive atmospheres as outlined in Regulation 6 of Dangerous Substances and Explosive Atmosphere Regulations 2002 (DSEAR) and in the Carriage of Dangerous Goods by Road Regulations 1996 or any subsequent or amending legislation or imposed regulation. **You** must ensure that any such repair, modification, extension, restructuring of the tanker complies with the requirements of the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009.



P – Security of business books and records

You must keep all **business** accounts and records in which customers' accounts are shown in a fire resistant safe, strong room or cabinet when not in use.

Q – Procedures, records and security inspections

You must allow **us** to inspect

- i) all written procedures **you** are required to follow
- ii) full records of all inspections, cleaning, servicing and maintenance carried out
- iii) the safes, cabinets or strong rooms in which **you** keep **your business** accounts and records.

11 Non-invalidation

This **policy** will not be invalidated by any act, omission or alteration which, without **your** knowledge or outside of **your** control has increased the risk of damage provided that **you** advise **us** immediately **you** become aware of such circumstances and pay any additional premium **we** require.

12 How we process and use your information

The information **you** supply may be used for insurance administration, management information including portfolio assessment, risk assessment, performance and management reporting, debt collection, offering renewal, research and statistical analysis by **Tradex**, its associated companies and agents, by other participating **insurers** and suppliers and **your** insurance intermediary, disclosed to regulatory bodies for monitoring and/or enforcing the **insurers'** compliance with any regulatory rules and codes of conduct, shared with other insurers either directly or via those acting for them such as loss adjusters, surveyors and investigators and shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the police. (For further details, see Privacy Notice uses on page 72.)

13 Cooling off period

We hope **you** are happy with **your policy** but if **you** are not and decide not to proceed, **you** have 14 days from the date **you** receive **your policy** to cancel. Any refund given will be subject to the payment of the premium for the period that cover has been in force plus a policy charge of £35 plus IPT. If a **claim** has been made or an incident which may give rise to a **claim** has occurred, the full annual premium remains payable and no refund will be allowed.

14 Cancellation

This **policy** may be cancelled by

- i) **you** giving **us** written instructions
- ii) **us** sending **you** a cancellation notice by recorded delivery letter to the address shown in **your schedule** or your last known address
- iii) **us** if **you** pay **your** premium in instalments by any kind of deferred payment scheme and fail to make a payment when it is due
- iv) **us** if **you** or anyone else covered by this insurance have not met the terms and conditions of the **policy**
- v) **us** if **you** have not provided the documentation requested by **us**, **your** broker or agent
- vi) **us** if **your** circumstances change and **we** are no longer able to provide cover
- vii) **us** if **you** misrepresent or fail to disclose information that is relevant to **your** insurance
- viii) **us** where **we** reasonably suspect fraud
- ix) **us** where **you** fail to comply with the conditions of the **policy**.

In all instances a refund will not be payable

- a) if a **claim** has been made or there has been an incident which may give rise to a **claim**
- b) if the **period of insurance** is less than 12 months
- c) under Part E – Personal Accident.

Important notes

In accordance with The Motor Vehicle Order 2010 (Electronic Communication of Certificates of Insurance), **you** may cancel the **policy** by sending a formal electronic notice to confirm the date and time **your** cover ceased to

compliance@tradexinsurance.com

If **we** cancel **your policy** **we** will provide **you** with seven days notice of termination to **your** last known address as shown in **your policy schedule**.

If you pay your premiums by instalments and fail to pay an instalment your policy may be cancelled within 7 days of the failure to pay and we may exercise our right to collect the outstanding balance of the premium.

15 Monthly premiums

Where you pay monthly premiums you will be provided with one month's cover for each monthly premium paid during the period of insurance. You must pay each premium when it is due otherwise we will cancel this policy from that date.

16 Other insurances

If at the time a claim is made under this policy there is another insurance in force that would cover the same damage or liability we will, unless specifically varied elsewhere in this policy, only pay the amount you cannot recover from the other insurance and no more than the sums insured or specific limits stated in the policy and/or schedule.

17 Policy charges

If you make any alterations to this policy, request a duplicate certificate of motor insurance or employers' liability certificate or if you cancel the policy during the period of insurance, we may levy a policy charge of £35 plus IPT per amendment or copy.

18 Excesses

Where an excess is shown in the schedule and/or elsewhere in this part of the policy, you have agreed to pay that amount for each incident of loss, damage or liability. In most cases we will deduct the total excess amount from the settlement we make but, where we are obliged to settle a third party claim in full without deducting any applicable excess(es), we will claim back the amount from you and you agree to pay it to us without delay. Failure to do so may result in the cancellation of the policy.

19 Motor Insurance Database disclosure

Where a vehicle is registered with the DVLA, its details must be added to the MID which is managed by the Motor Insurers' Bureau (MIB). If the registration number is not shown correctly on your policy documents you must contact us immediately.

It is equally important that vehicle registration numbers are removed from the MID when a vehicle is sold. Leaving a sold vehicle on MID may leave you liable to penalties including points being added to your driving licence, and could also mean a third party claimant might still be able to make a claim against your policy.

In the event of a claim involving a vehicle that should have been disclosed to us but was not, or which should have been removed from MID but was not, we may at our option

- i) deal with any third party claim but not a claim involving loss of or damage to your own vehicle and/or
- ii) pursue recovery from you and/or the driver for our outlay and/or
- iii) apply a retrospective additional premium or excess and/or
- iv) decline indemnity and/or
- v) cancel or further restrict the cover provided by this policy.

20 Rights of recovery

If the law of any country in which this policy operates obliges us to pay a claim which we would not otherwise have paid, we may recover this amount from you or the person who incurred the liability.

21 Contracts (Rights of Third Parties) Act

No person, persons, company or other party not named as the policyholder in this policy has any right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent or amending legislation to enforce any terms and conditions of this policy. This does not affect any right or remedy of a third party that exists or is available apart from that Act.



22 Governing law

You and we are free to choose the law applicable to this **policy** but, in the absence of any written agreement to the contrary, the **policy** will be governed and interpreted in accordance with English law and, other than where specifically stated otherwise, subject to the exclusive jurisdiction of the English courts.

23 Acts of Parliament

All Acts of Parliament and regulations referred to in this **policy** include any subsequent or amending legislation as well as equivalent legislation enacted elsewhere in the **United Kingdom**.

24 Jurisdiction

This **policy** is subject to the exclusive jurisdiction of the English courts.

25 Disagreements and disputes

Amount of claim

Where **we** have accepted a **claim** but there is disagreement over the amount to be paid, the matter will be referred to the Financial Ombudsman Service, if applicable, or an arbitrator appointed in accordance with the current statutory provisions. When this happens, an award must be made before proceedings can be started against **us**.

Other disputes

Any other dispute under or in any way relating to this **policy** will be submitted to the exclusive jurisdiction of the English courts.

Complaints

See page 75 for the full complaints procedure.

GENERAL EXCLUSIONS

The following exclusions apply to this policy as a whole except where these are varied specifically. In addition, each part and section has its own specific exclusions.

This policy does not cover

1 War risks and terrorism

Death, injury, loss, damage, cost, expense, indirect loss or legal liability directly or indirectly caused by, contributed to or arising from any

- i) consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power or*
- ii) act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or*
- iii) action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.*

However, we will provide cover

- a) to meet the minimum requirements of any relevant law including current road traffic legislation
- b) for liability to **your employees** if Part D – Legal liabilities, Section 3 – Employers’ Liability is shown to be operative (see page 48).

If we allege that any loss, damage, cost, expense, **indirect loss** or legal liability is not covered by this **policy**, the burden of proving to the contrary will be **yours**. Additionally, if any part of this General exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.

2 Radioactive contamination

Death, injury, disablement, loss or damage to any property or any resulting loss, cost, expense, indirect loss or legal liability directly or indirectly caused by, contributed to or arising from

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel*
- ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear explosive assembly or nuclear component of such assembly.*

3 Pollution

Death, injury, loss, damage, indirect loss or legal liability except as required to meet any minimum legal requirements, arising directly or indirectly from the pollution or contamination of any building, other structure, water, land or the atmosphere caused by the discharge or leaking of any substance, liquid, vapour, or gas including from volcanic eruption clouds other than as a result of a sudden, identifiable, unintended and unexpected event occurring in its entirety at a specific time and place during the period of insurance but not

- i) in the United States of America or Canada*
- ii) any discharge or leak caused by a failure to maintain or repair all or part of the insured property.*

4 Cyber loss

Any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by

- i) the use or operation of any Computer System or Computer Network*
- ii) the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data*
- iii) access to, processing, transmission, storage or use of any Data*
- iv) inability to access, process, transmit, store or use any Data*
- v) any threat of or any hoax relating to i, ii, iii & iv above*
- vi) any error or omission or accident in respect of any Computer System, Computer Network or Data.*



5 **Electronic equipment failure**

Unless specifically covered elsewhere in this policy, any loss, damage, cost, expense, indirect loss or legal liability arising directly or indirectly from the failure of any

- i) electronic and **computer equipment**, system or software
- ii) equipment, machinery or product containing, connected to or operated by means of a micro or data processor chip to recognise, accept, interpret, respond to or process any data or instruction.

Any subsequent loss, damage, indirect loss or legal liability that is covered by this policy is, however, insured.

6 **Government financial sanctions**

Any indemnity, payment or other benefit where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the period of insurance, we may cancel this policy immediately by recorded delivery letter to the correspondence address shown in the schedule. You will be entitled to a pro-rata refund of premium but not if during the current period of insurance you have made a claim or an incident has occurred which may give rise to a claim.

7 **Vehicle and trailer exclusions**

Any loss, damage, legal liability, death, injury, cost, expense or indirect loss except as specifically allowed for in this policy or more specifically insured elsewhere, arising from

- i) the ownership, operation and/or use of a **minibus, coach or tanker** by the **business**
- ii) the **vehicle** being driven by any person who we are satisfied was, at the time, under the influence of or addiction to any substance including but not limited to intoxicating liquor, substance or solvent abuse and/or a drug or drugs including those medically prescribed where the doctor and/or the manufacturer has advised that the ability to drive may be impaired
- iii) any act of
 - a) actual or attempted suicide
 - b) wilful, deliberate, malicious or criminal damage or **injury** (including but not limited to **road rage**) committed by you and/or any passenger in the **vehicle**
 - c) theft or attempted theft (including from an **unattended vehicle** and/or **trailer**) committed by a person with authorised access to the **vehicle** and/or **trailer keys**
- iv) the use of the **vehicle** and any **trailer** (whether attached or not)
 - a) airside including the manoeuvring and ground equipment parking areas, aprons and service roads directly associated with any airport, airfield or military establishment to which aircraft have access
 - b) within any power station, nuclear installation or establishment; refinery, bulk storage or production premises in the oil, gas or chemical industries
- v) any **vehicle** or **trailer**
 - a) and/or its load not complying with applicable legislation or regulation
 - b) being used to carry a load heavier than it is constructed to carry and/or over its specified maximum capacity and/or an unstable or insecure load
- vi) the carriage of **dangerous goods**
- vii) the loading and unloading of the **vehicle** and/or **trailer** other than on a road or area to which the public have access by anyone apart from the driver, assistant and/or attendant
- viii) the spraying of crops or dissemination by any means of any chemical or other substances whether or not for agricultural purposes
- ix) your failure to use all reasonable means to safeguard your **vehicle, trailer** and your passengers at all times.

8 **Other exclusions**

- i) Any deliberate act including theft, attempted theft or any criminal or malicious act by you, your family, work colleagues, tenants, licensees, occupants sharing the trade premises, current and ex-employees, subcontractors, business partners or directors.

- ii) Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances resulting
 - a) in confiscation, requisition or destruction by any government or public authority
 - b) from total or partial cessation of work
- iii) Loss, damage or legal liability caused by or resulting from
 - a) **your** failure to use all reasonable means to safeguard **your** property or that in **your** custody or control at all times
 - b) the application of heat and/or paint spraying unless shown in the **schedule** as covered
 - c) deception including by purported purchasers, hirers or their agents or whilst the **vehicle** is being demonstrated other than by any person using deception to gain entry to the **trade premises** or the **home**
 - d) **you** voluntarily parting with title or possession if induced to do so by any fraudulent scheme, trick, device or false pretence
 - e) the fraudulent or dishonest obtaining of access to any computer, server, associated equipment, system or electronic database to extract, erase or distort information
 - f) pressure waves resulting from aircraft and other aerial devices travelling at sonic or supersonic speeds
- iv) Loss or damage caused by or resulting from
 - a) contamination, deterioration, corrosion, dust, rust, wet or dry rot, dampness, dryness, mildew, leakage, evaporation, shrinking, change in temperature, colour, flavour, texture or finish, vibration, denting, scratching, marring or bruising
 - b) normal wear and tear, inherent vice, latent or hidden defect, any gradually operating cause, frost or solely from a change in the water table level
 - c) normal upkeep or making good and/or the actual process of cleaning or restoring the insured property
 - d) faulty or defective workmanship, operational error or omission by **you** or any of **your employees**
 - e) moth, vermin, termites or other insects
 - f) mechanical, electrical or computer breakdown, fault or failure unless caused by external means
 - g) theft or attempted theft unless
 - 1 there is visible evidence of forcible and violent entry or exit
 - 2 **you** have been held up or violence has been threatened against **you**
- v) Inventory shortage or any unexplained disappearance not discovered immediately
- vi) Loss or damage which occurred or which was known to **you** before the inception of this **policy**
- vii) Loss or damage for which compensation will be provided or, but for the existence of this **policy**, would have been provided under any other insurance, warranty, contract, legislation or guarantee
- viii) Legal liability **you** have accepted solely by virtue of an agreement which would not have attached had that agreement not existed
- ix) Value Added Tax (VAT) that can be recovered elsewhere
- x) Any person or property covered by any other insurance other than under Part A, Section 4 – Driver's Personal Accident and Part E – Personal Accident
- xi) Loss or damage arising from confiscation, requisition or destruction by or under the order of any government, public or local authority
- xii) Loss, damage, legal liability, death, **injury**, cost, expense or **indirect loss** arising from any steam driven vehicle, aircraft, hovercraft, watercraft, trolley-bus, tram or other **vehicle** on rails unless specifically allowed for in this **policy** or shown in **your schedule** to be included.
- xiii) Fines, penalties and/or punitive, aggravated, restitutionary, exemplary or liquidated damages and/or any additional damages resulting from the multiplication of compensatory damages.

9 Portable heating

Unless specifically agreed by **us** in writing and shown in the **schedule**, any death, **injury**, loss, damage, cost, expense, **indirect loss** or legal liability arising directly or indirectly from the use of electric fans, LPG, oil, paraffin fuelled and/or other portable heaters other than in the office or canteen areas of the **trade premises**.



10 Faulty workmanship or design

Except as allowed for elsewhere in any part or section of this policy, any death, injury, loss, damage, cost, expense, indirect loss or legal liability caused by or resulting from faulty or defective workmanship, misapplication of tools, defective design or the use of defective materials including any resultant diminution in value.

11 Vehicles being worked on

Loss or damage to any vehicle, its accessories and in-vehicle equipment whilst being worked on or directly resulting from such work unless stated otherwise in your schedule.

12 Indirect losses

Indirect losses of any kind including but not limited to

- i) those experienced by you or any other party and/or depreciation in the value of a vehicle by virtue of the fact that it has suffered damage
 - ii) hire charges for a replacement vehicle incurred by a customer whose vehicle has been damaged whilst in your custody or control
- except as specifically covered elsewhere in this policy.

IMPORTANT INFORMATION – PLEASE READ

We strongly recommend that you keep a record of all information given to us and your broker or agent including details of telephone calls, copies of all letters, emails, the statement of fact and any supplementary forms. Additional policy documents can be downloaded from our website www.tradex.com. If you require your documentation in an alternative format such as large print, please contact us, your broker or agent.

To ensure we maintain a high quality of service, we may monitor or record telephone calls.

For your policy to operate fully you MUST, at all times, comply with the terms, limitations and conditions which form part of this policy. It is essential that you read the specific and general conditions as well as the exclusions to ensure that you can comply with all of our requirements. Please note that, in some instances, other more specific terms, limitations, conditions, exclusions and excesses may be imposed.

It is a requirement of this policy that you are able to provide sufficient information to substantiate any claim you make. Failure to do so may delay or prejudice your claim.

SUPPLYING INFORMATION AND MAKING CHANGES

You must take reasonable care to give full and correct answers to the questions we ask.

You must tell us if anything on your schedule, certificate of motor insurance or Statement of Fact is incorrect or changes during the period of insurance.

If you are unsure whether you need to tell us something, please tell us your broker or agent anyway as failure to do so may result in our

- cancelling your policy and/or refusing to pay any claim or
- not paying a claim in full or
- revising the premium and/or changing an excess or
- revising the extent of cover provided or the terms, conditions or exclusions of this policy.

Examples of what you need to tell us about include but are not limited to

- details of any incident, accident, loss or injury, whether or not you make a claim
- changes to home and/or trading addresses
- if the premises are shared, any changes in occupancy, the type of business or the processes carried out
- changes to your business activities
- a change of job, including any part-time work by you or other drivers, a change in the type of business or having no work at all
- for personally owned vehicles, business vehicles and if applicable stock vehicles
 - additions or disposals
 - the purpose for which the vehicle is used
 - a change in the person who uses the vehicle most
 - any alterations or adaptations which make any vehicle different from the manufacturer's standard specification regardless of whether the changes are mechanical or cosmetic
- details of any additional drivers you have not told us about before or who are excluded from driving by the schedule or the current certificate of motor insurance
- details of any motoring convictions of any person allowed to drive or of any pending prosecution for motoring offences other than parking
- whether you or any other person allowed to drive the vehicle suffers from a physical infirmity, diabetes, epilepsy, a heart condition or any other chronic condition which requires the licensing authority to be notified
- any County Court Judgements in England and Wales and/or orders or judgements for debt in other jurisdictions, criminal convictions, charges, Individual Voluntary Arrangement (IVA), bankruptcy or insolvency against you, a partner or director of the business or any person allowed to drive the vehicles
- you or any person insured by this policy being disqualified from acting as a company director for any period of time



- the business is wound up, dissolved, put into administration, a liquidator or receiver is appointed or trading is permanently discontinued
- if you are a sole trader, your entry into an Individual Voluntary Arrangement (IVA)
- alterations, extensions or improvements to the premises
- building, demolition or excavation work to be carried out at your premises or on adjacent sites
- the erection or dismantling of scaffolding, cranes or other lifting plant
- changes to, problems with or the suspension of
 - security measures at the premises particularly if the alarm systems are not operational for any reason
 - sprinkler or drenching systems, smoke or heat detection equipment
- alterations, extensions or improvements to the premises
- where personal accident is insured, a change in the occupation or state of health of an insured person
- details of any non motoring convictions for any partner, director, employee or named driver covered by this policy.

It is an offence to deliberately make false statements, withhold or misrepresent information in order to obtain insurance.

PRIVACY NOTICE

Please read this notice carefully as it contains important information regarding the use of your personal information and how we collect, use and share your information. For further details please visit <https://www.tradexinsurance.com/PrivacyNotice.pdf>. Where you provide personal information to us about other individuals (for example, members of your family or employees) we will also be Data Controller of and responsible for their personal data. You should refer them to this notice before providing personal data to us on behalf of others.

For the purposes of data protection legislation, the UK Data Protection Act 2018 and its equivalent in any other relevant jurisdiction and any amending or subsequent relevant legislation, Tradex Insurance Company Limited is the Data Controller for any personal data you supply.

Please note that we may record telephone calls to help us monitor and improve the service we provide.

Personal data

In order to provide our insurance services we will collect personal data as listed below

Personal Data

- Name
- Date of birth
- Gender
- Telephone number
- Email address
- Home address
- Job title
- National Insurance Number
- Driving license details and driving history (which may include tracking information or telematics information)
- Vehicle Registration Numbers
- Payment Data (Credit / Debit Card & Bank Details)
- County Court Judgement & Bankruptcy Data
- Details about you and your personal circumstances (eg marital status, occupation)
- Other details if pertinent to the scope of the quote or policy (eg required business licenses, affiliations, memberships of or registrations with regulatory bodies, or professional qualifications)
- Information about travel plans, destinations, and planned activities
- Voice Recordings of telephone calls to our customer service departments for training and monitoring purposes.

We may also need to collect data which the data protection legislation defines as sensitive, such as criminal convictions or medical history in order to assess your renewal, make changes to your policy and/or to administer claims.

As well as collecting personal data directly from you, we will also collect personal data from

- Our records
- Your company website (if relevant)
- Third parties (including brokers, insurance companies, business partners, suppliers, payment & delivery services, third party claimants under a policy, medical representatives in the event of a claim, accident management companies, advertising networks, analytics providers, search information providers and credit reference agencies)
- Other resources, for example, risk assessment models, pricing data, statistics and other information from public databases and websites
- Other publicly available sources, including, but not limited to, Google Earth and social media
- Customer and broker surveys
- Insurance industry fraud prevention and detection databases (including, but not limited to, Claims and Underwriting Exchange (CUE), Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and MyLicence)
- Sanctions Screening Tools
- Government agencies such as HMRC and from professional regulators.

How we will use your information

We will use your personal data for a number of purposes

- in order to arrange your policy
- to carry out fraud, credit, and anti-money laundering checks
- to evaluate your application and ability to pay for your policy by instalments (if applicable)
- to provide and manage your insurance policy
- communicating with you and resolving any complaints that you might have
- to transfer to third parties for the purpose of providing you with the services required under the insurance contract or other services which you have elected to receive from us in connection with the insurance contract
- to transfer to third parties where you have elected to enter into a contract with that third party for separate services
- prevention and detection of and investigating and prosecuting fraud. This might include sharing your personal information with third parties such as the police, and other insurance and financial services providers
- complying with our legal or regulatory obligations
- recover outstanding payments
- to provide you, or permit other selected third parties to provide you, with information about goods or services we feel may interest you, including news updates & details of special offers
- to measure the effectiveness of our advertising
- to improve our customer service
- to provide data analysis in order to assist us with the pricing of our products and detect market trends
- to personalise your repeat visits to our website and web portals
- to notify you about changes to our services or products
- to administer our website and web portals and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes
- to allow you to participate in interactive features of our services / website / web portals
- to transfer data to third parties for the purpose of conducting internet analytics
- for analytical purposes and to improve our products and services. Where possible, we will anonymise such information
- providing improved quality, training, and security (for example, with respect to recorded or monitored phone calls to our contact numbers); the technology utilised may include voice analytics.

We also use your information to make sure we comply with any financial sanctions that apply in the United Kingdom or overseas. We may need to request additional information following such checks.



Sharing information

We will share your information with other organisations and companies who we have contracted with to assist us with the management of our policies, claims or finance processes.

These may include

- Your relatives, executors or, guardians (on your behalf where you are incapacitated or unable) or other people or organisations associated with you such as your insurance broker
- Where you have named an alternative contact (such as a relative) to speak with us on your behalf. Once you have told us your alternative contact, this person will be able to discuss all aspects of your policy (including claims and cancellation) with us and make changes on your behalf
- Our insurance partners such as brokers, other insurers, reinsurers, or other companies who act as insurance distributors
- Other third parties who assist in the administration of insurance policies such as another Insurance Company if there has been an accident which requires a claim to or from that Insurance Company
- We may share the personal information of any persons named on the policy with third parties to obtain information which may be used by us to inform its risk selection, pricing, and underwriting decisions
- Other third parties you have asked us to engage with
- Passing information to a third party for the purpose of validating your No Claims Discount (NCD) entitlement and this may be made available to other insurers
- Overseas assistance companies
- Loss Adjusters
- Engineers
- Emergency Assistance Companies
- Your healthcare practitioner
- Solicitors (to manage claims (whether you are an insured or a third-party claimant); to manage legal cases brought against us or on our behalf; to manage regulatory investigations)
- Business partners (software Providers, who provide the technical infrastructure to allow us to provide your quote, policy, and claims administration; clients: for whom we provide insurance policy and administration; companies you have agreed may receive your information to allow you to enter into a contract with them (for example, reward schemes or claims management companies)
- Suppliers (surveyors; companies engaged by us to provide contracted services (this is a wide-ranging list of companies, and their use will depend upon the circumstances. For example, in the event of a claim we may engage the services of recovery agents, car hire companies, mechanics or body shops); companies engaged by us to provide aspects of our communications with you (for example, web / web portal hosting)
- Finance Providers
- Enquiry Agents /Counter Fraud investigators
- Credit reference agencies
- Debt Collectors
- Survey companies
- Data analytics advisors
- Where you have given your explicit consent, to third parties for marketing purposes.

We may also carry out searches with Credit Reference Agencies at quotation, renewal or if you pay your insurance premium by instalments.

We will share or check your information with other organisations including fraud prevention agencies and the police.

We (or third parties acting on our behalf) may store or process information that we collect about you in countries outside the European Economic Area (EEA). This includes where we provide policies locally in the UK but a third party connected to the distribution of the policy is based outside the EEA, for example in the US. Where we make a transfer of your personal data outside of the EEA we will take the required steps to ensure that your personal data is protected. Such

steps may include placing the receiving party under contractual obligations to protect your personal data to specific adequate standards. If you would like further information regarding the steps we take to safeguard your personal information, please contact us using the contact information provided under the “your rights” section.

If we are unable to contact you we will contact a driver directly if that driver was involved in an incident.

Your rights

In certain circumstances (and subject to certain exemptions), you have a number of rights in relation to your personal data

- The right to be informed
- The right of access to your personal data and certain information about how we process it
- The right to rectification if the information that we hold about you is incorrect or incomplete
- The right to erasure
- The right to object to our processing of your personal data
- The right to restrict processing
- The right to request that we transfer your data directly to a third party
- Where we are relying on consent to process your personal data, you have the right to withdraw your consent.

We will always explain to you how we are dealing with your request. In some circumstances (such as the right to erasure or withdrawal of consent), the exercise of your rights might mean that we can no longer provide our services to you. We will always discuss this with you in advance.

You also have the right to make a complaint to the Information Commissioner’s Office by calling **0303 123 1113** or using other contact information found at <https://ico.org.uk/>.

Contacting us

If you have any questions or would like to exercise any of your rights, please contact:

The Data Protection Officer
 Tradex Insurance Company Limited
 7 Eastern Road, Romford, Essex RM1 3NH
 email: dpo@tradexinsurance.com
 telephone: 01708 729510

Motor Insurance Database

It is a legal requirement that details and registrations of the vehicles you own are added to the MID which is managed by the Motor Insurers’ Bureau (MIB). MID data may be used by certain statutory and/or authorised bodies including the police, the DVLA, the DVA, the Insurance Fraud Bureau and other bodies permitted by law, for electronic vehicle licensing, Continuous Insurance Enforcement, preventing and detecting crime, reducing the incidence of uninsured driving and for the provision of government and other services aimed at reducing the level and incidence of uninsured driving.

Other insurers and the Motor Insurers’ Bureau may search the MID to ascertain relevant policy information if you have been involved in a road accident whether in the United Kingdom or abroad.

Other people pursuing a claim in respect of a road traffic accident, their personal or appointed representatives, whether within the United Kingdom or overseas may also obtain relevant information which is held on the MID.

Driving licence information

Driving licence checks may be completed prior to renewal of the policy where you have supplied your own and your named drivers licence details.

Administration, management information and regulatory compliance

The information you supply may be

- used for insurance administration, debt collection, offering renewal, research and statistical analysis by Tradex, its associated companies and agents, by other participating insurers and suppliers and your insurance broker or agent
- used for management information purposes including portfolio assessment, risk assessment, performance and management reporting



- disclosed to regulatory bodies for monitoring and/or enforcing the insurers' compliance with any regulatory rules and codes of conduct
- shared with other insurers either directly or via those acting for them such as loss adjusters, surveyors and investigators
- provided to, shared with and checked against various databases (including the No Claims Discount Database), the DVLA/DVA, credit reference agencies, fraud prevention agencies and public bodies including the police when you apply for, renew or amend this insurance or make a claim.

We may, in addition, contact you by text or email regarding claims, payment defaults and policy administration.

Fraud detection and prevention

Tradex and other participating insurers and/or their agents and suppliers may, in order to detect and prevent fraud

- request information from and pass claims information to the Claims and Underwriting Exchange (CUE) and the Motor Insurance Anti Fraud and Theft Register (MIAFTR)
- provide the DVLA or, where applicable, the DVA with all driving licence numbers to confirm each driver's licence status, entitlement and restriction information and endorsement and/or conviction data
- check your identity to prevent money laundering unless you have provided us with satisfactory proof of identity
- undertake checks against publicly available information such as the electoral roll, County Court Judgements in England and Wales and/or orders or judgements for debt in other jurisdictions, Individual Voluntary Arrangements and bankruptcy orders
- validate your claims history or that of any insured person or property involved in the policy or a claim.

MOTOR INSURANCE DATABASE DISCLOSURE

You are required to comply with the regulations relating to the MID for DVLA and DVA registered vehicles. It is therefore your responsibility to ensure that the MID is kept fully up to date. This means that the vehicles to be insured must be advised to and accepted by us. The vehicle details provided will be recorded on the MID.

If a vehicle's registration number is not shown correctly on your policy documents or you cannot find it on the MID, please contact us immediately. If you do not, the vehicle may be clamped, seized or destroyed and other penalties imposed including points being added to your driving licence. You can check that your correct registration number is shown on the MID at www.askMID.com.

As you are obligated to advise every person who will be insured by the policy of these requirements, we strongly recommend that you keep a copy of the statement of facts and any supplementary correspondence and show it to everyone who will be entitled to drive.

COMPLAINTS

We aim to provide the highest service standards at all times however, if for any reason you are not satisfied, we would like to hear from you.

The procedure which follows has been put in place to ensure that your concerns are dealt with promptly and fairly.

How to make a complaint:

Please contact us on: **01708 729510**.

Alternatively, you can contact the Complaints Manager as follows:

By post:

Complaints Manager
Tradex Insurance Company Limited,
7 Eastern Road, Romford, Essex RM1 3NH

By email:

compliance@tradexinsurance.com

Please remember to include your name, the name of the policyholder as shown on the current policy schedule and the policy and/or claim numbers in all communications.

We will aim to resolve the complaint promptly. If we are unable to resolve the complaint to your satisfaction within three Business Days (business days are Monday to Friday (excluding bank holidays and public holidays), the matter will be passed to the Compliance Department, who will acknowledge it and undertake an independent review. Once the review has been completed and a decision has been made, we will issue details of this in the form of a final response letter. A final response letter will be issued within eight weeks of the date of your complaint.

Final response letter

This will summarise the complaint, detail our findings and explain the decision we have made.

If we are unable to issue a final response letter within eight weeks of the date you made your verbal or written complaint, we will contact you to give reasons for the delay and indicate when we expect to issue it.



If you remain dissatisfied

If after eight weeks of making the complaint you have not received a final response, or are unhappy with the decision, you may be able to ask the Financial Ombudsman to review the matter. They can be contacted using the details below

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR
Telephone from landline: **0800 023 4567**.
Telephone from mobile: **0300 123 9123**.
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk.

Note: We would recommend that you check the Financial Ombudsman Service website to ensure that your complaint is eligible for review by them.

If you have purchased one of our products via a Guernsey or Jersey broker you may be able to complain to the Channel Islands Financial Ombudsman.

For more information visit

www.ci-fo.org
or call Jersey **01534 748610** or Guernsey **01481 722218**
or by post to Channel Islands Financial Ombudsman (CIFO)
PO Box 114, Jersey, Channel Islands JE4 9QG

FINANCIAL SERVICES COMPENSATION SCHEME

Tradex is covered by the Financial Services Compensation Scheme (FSCS) which protects you in the unlikely event that it is financially unable to pay claims made against it. For cover required by the Road Traffic Acts or any other form of compulsory insurance, you would be covered in full for any claim. For all non compulsory insurances, if you are an eligible claimant the FSCS will meet a maximum of 90% of any claim for compensation. In both cases, there is no upper limit. Full details are available on the FSCS website www.fscs.org.uk or by writing to

The Financial Services Compensation Scheme,
10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU.



Tradex Insurance Company Limited
7 Eastern Road, Romford, Essex RM1 3NH