

# Policy Wording

Motor Trade



**Touchstone**  
Underwriting

Insured by



## Motor Trade

Underwritten and arranged by



## Introduction

Welcome to Aviva. We are committed to providing a first-class service. Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

This is your insurance policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in the schedule, the information you have provided and the declaration you have made. Please read the policy and the schedule carefully to ensure that the cover meets your requirements.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments. Your insurance adviser's details are:

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## Contents

This policy consists of individual sections. You should read this policy in conjunction with the schedule, which confirms the sections you are insured under, and the certificate of motor insurance. Both give precise details of the extent of your insurance protection.

**Contact details for claims and help**

**Complaints Procedure**

**Important Information**

**The Contract of Insurance**

**Policy Definitions**

**Sections which comprise your policy**

**Policy Conditions**

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## Contact details for claims and help

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### Services

As an Aviva customer, you can access additional services to help you keep your business running smoothly. For our joint protection telephone calls may be recorded and/or monitored.

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### Claims Service

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#### **0800 015 1498**

A 24 hour, 365 days a year claims line providing you with emergency assistance whenever it is required. When we know about your problem, we will start to put the solutions in place.

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### Legal and Tax Helpline

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#### **0345 300 1899**

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call.

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### Motor Legal Protection

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#### **0345 030 6925**

If you have Road Risks cover, please call the helpline to report an incident or make a claim. Please have your policy number to hand.

#### **0345 300 5036**

Call this helpline for confidential legal advice relating to the use of an Insured Vehicle.

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### Commercial Legal Protection

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#### **0345 300 1899**

If you have Commercial Legal Protection cover, please call the helpline for legal advice as soon as you are aware of an incident. Please have your policy number to hand.

If you think you may need to claim, please call the helpline to request a claim form. We can only proceed with your claim when we have details of the incident in writing. A claim form is available to download at

**[www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection)**.

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### Risk Solutions Helpline

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#### **0345 366 6666**

Call for advice on safety, fire, security and other issues that can affect your business. Most enquiries can be dealt with over the telephone, but if we can't give you an immediate answer, we will deal with your enquiry within one working day. This service is available during office hours with an answering service outside these times.

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### Counselling Service Helpline

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#### **0117 934 0105**

This is a confidential service available to your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

## Contact details for claims and help

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### Website

#### [www.cutredtape.co.uk](http://www.cutredtape.co.uk)

This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to

- over 700 legal and business guides across HR, sales and marketing, finance, technology, law and risk management
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- discounts on Legal Services
- email alerts on changes in law, legislation and regulation.

To register, please visit [www.cutredtape.co.uk](http://www.cutredtape.co.uk) and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.

# Complaints Procedure

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## Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

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## What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

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## What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser. You can write or telephone, whichever suits you, and ask your contact to review the problem.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone:  
0800 023 4567 (free from landlines) or  
0300 123 9123

Or simply log on to their website at **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

# Important Information

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## Choice of Law

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The appropriate law as set out below will apply unless you and the insurer agree otherwise.

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

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## Financial Services Compensation Scheme

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We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).

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## Use of Language

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Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

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## Customers with Disabilities

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This policy and associated documentation are available in large print, audio and braille. If you require any of these formats, please contact your insurance adviser.

# The Contract of Insurance

The policy, the information You have provided and/or the application form, the declaration made by You and The Schedule and the Certificate of Motor Insurance should be read together and form the contract of insurance between You, The Policyholder and Us, Aviva.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

## Important

**This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.**

**A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms.**

**If You are not sure whether a circumstance is material, ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.**

**You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.**

## Breach of Term

**We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.**



**Terms not relevant to the actual loss**

**Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of**

- **loss of a particular kind, and/or**
- **loss at a particular location, and/or**
- **loss at a particular time,**

**then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.**



Aviva Insurance Limited.  
Registered in Scotland No. 2116.  
Registered Office: Pitheavlis, Perth PH2 0NH.  
Authorised by the Prudential Regulation Authority and regulated by the  
Financial Conduct Authority and the Prudential Regulation Authority.

# Policy Definitions

*Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy, for example Employee, except when used in the sections of this policy headed 'Introduction', 'Contents', 'Contact details for claims and help', 'Complaints Procedure' and 'Important Information' and in headings and titles.*

*Each Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.*

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## Certificate of Motor Insurance

The current document that proves You have the motor insurance required by the Road Traffic Acts to use a Vehicle on a road or other public place. It specifies who can drive a Vehicle and what it can be used for.

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## Computer and Electronic Equipment

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

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## Data

All information which is

- (1) electronically stored  
or
- (2) electronically represented  
or
- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

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## Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

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## Defined Contingencies

- (1) fire
- (2) lightning
- (3) explosion
- (4) aircraft and other aerial devices or articles dropped from them
- (5) earthquake
- (6) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (7) storm or flood
- (8) escape of water from any tank, apparatus or pipe
- (9) falling trees
- (10) impact
- (11) escape of fuel from any fixed oil heating installation
- (12) malicious persons other than thieves
- (13) malicious persons other than thieves but only where involving entry into or exit from The Premises by forcible and violent means

# Policy Definitions

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## Defined Contingencies (continued)

- (14) theft or attempted theft
- (15) theft or attempted theft but only where involving entry into or exit from The Premises by forcible and violent means
- (16) theft involving violence or threat of violence to You, Your partners, directors or Employees.

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## Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

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## Employee

- Any person who is
- (1) under a contract of service or apprenticeship with You
  - (2) borrowed by or hired to You
  - (3) a labour master or supplied by a labour master
  - (4) employed by labour only sub-contractors
  - (5) self-employed
  - (6) under a work experience or training scheme
  - (7) a voluntary helper
- while working under Your control in connection with the Business
- (8) an outworker or homeworker when engaged in work on Your behalf.

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## Failure

- Any partial or complete reduction in the
- (1) performance  
or
  - (2) availability  
or
  - (3) functionality  
or
  - (4) ability to recognise or process any date or time,  
of any
- (a) Computer and Electronic Equipment,
  - (b) electronic means of communication,
  - (c) website.

# Policy Definitions

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## Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computer and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

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## Money

Current

- (1) coins, bank and currency notes
- (2) postal and money orders, bankers' drafts, cheques and giro cheques
- (3) crossed warrants, bills of exchange and securities for money
- (4) postage, revenue, national insurance and holiday with pay stamps
- (5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions
- (6) credit company sales vouchers, luncheon vouchers and trading stamps
- (7) VAT invoices.

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## Motorcycle

- (1) A mechanically propelled two-wheeled motor vehicle with or without a sidecar or trailer attached.
- (2) A mechanically propelled three-wheeled motor vehicle having two wheels on one axle where the centres of the points of contact of such wheels and the road are less than 46 centimetres apart.

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## Period of Insurance

From the effective date until the expiry date (both shown in The Schedule) or any subsequent period for which We accept payment for renewal of this policy.

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## Private Car

A passenger-carrying motor vehicle with not more than nine seats including the driver's seat.

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## Road Traffic Acts

Any Acts, Laws or Regulations which govern the driving or use of any motor vehicle in England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

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## The Business

Activities directly connected with the business specified in The Schedule.

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## The Premises

The premises specified in The Schedule.

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## The Schedule

The document which specifies details of The Policyholder, The Premises, Property Insured, Sums Insured, Limits of Indemnity and any Excess(es), Endorsements and Conditions applying to this policy.

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## Unattended Vehicle

Any Vehicle where neither You or any person(s) authorised by You are able to keep the Vehicle under observation and able to observe and reasonably prevent any attempt to interfere with it.

# Policy Definitions

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## Unoccupied

Any building or portion of a building that is

- (1) not physically occupied by You or Your Employees during Your normal working hours  
and/or
- (2) not used for the purposes of The Business  
and/or
- (3) empty, vacant, disused, untenanted or unfurnished  
and/or
- (4) awaiting refurbishment, redevelopment, renovation or demolition  
for a period in excess of 45 consecutive days.

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## Vehicle

Any motor vehicle, trailer or agricultural implement, including its accessories and spare parts while on or temporarily detached from the Vehicle.

Accessories are additional or supplementary parts of the Vehicle that are not directly related to its function as a vehicle.

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## Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

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## We/Us/Our/Aviva

Aviva Insurance Limited.

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## You/Your/The Policyholder

The person, persons, company, companies, partnership, partnerships or unincorporated association, named in The Schedule as The Policyholder.

# Asset Protection Property Damage – All Risks

## Definitions

*The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy, and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

## Breakdown

- (1) The breaking, distortion or burning out of any part of the Machinery and Plant which occurs while the Machinery and Plant is being used normally, arising from
    - (a) any mechanical or electrical defect in the Machinery and Plant
    - (b) any sudden and unforeseen failure of any insured boiler or pressure plant
  - (2) the complete severance of a rope
  - (3) the fracturing or distortion of any part of the Machinery and Plant by frost
- including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine.

## Collapse

The sudden and dangerous distortion of any part of the Machinery and Plant caused by crushing stress by force of steam or fluid pressure.

Collapse does not include distortion by pressure or ignition of flue gases.

## Computer Equipment

Computer equipment, including

- (1) fixed disks
- (2) interconnected wiring
- (3) air conditioning and cooling equipment
- (4) generating and voltage regulating equipment
- (5) satellite, telecommunication links and computerised telephone exchanges
- (6) electronic access equipment
- (7) temperature and humidity recording equipment
- (8) Data Carrying Materials

used for processing, communicating and storing electronic data.

Excluding

- (a) equipment held as stock
- (b) customers' equipment
- (c) facsimile and photocopying machines, digital cameras and similar machinery not used for the processing of electronic data
- (d) equipment which controls or monitors any manufacturing process.

## Damage

Physical loss, destruction or damage.

## Data Carrying Materials

Current and back-up

- (1) disks
- (2) tapes
- (3) other materials

incorporating stored programs or data.

Data Carrying Materials does not include fixed disks and paper records.

## Excess

The amount(s) specified in this Section and The Schedule which We will deduct from each and every claim at each separate premises.

The amount(s) to be deducted after the application of the Average condition.

## Asset Protection Property Damage – All Risks

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### Definitions

*(continued)*

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#### Explosion

The sudden and violent rending of Machinery and Plant by force of internal steam or fluid pressure.

Explosion does not include

- (1) pressure of chemical action
- (2) ignition of the contents of the Machinery and Plant
- (3) the pressure or ignition of flue gases.

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#### Machinery and Plant

All parts of the Property Insured under item 7 in The Schedule excluding

- (1) All Other Contents
- (2) Vehicles other than purpose built lifting and handling machinery
- (3) portable hand tools
- (4) personal effects.

Any item described in The Schedule as a boiler includes the firing apparatus, motors, pumps, fans and dedicated controls.

For the purposes of Cover Part B of this Section, Machinery and Plant does not include

- (a) Computer Equipment
- (b) non-metallic or refractory linings
- (c)
  - (i) cutting edges or extrusion heads
  - (ii) moulds, patterns or dies
  - (iii) heating elements
  - (iv) cables, ropes, belts or chainsunless these require replacement as a result of Damage for which We have admitted liability
- (d) supporting or enclosing structures, foundations, masonry or brickwork
- (e) digital cameras, projectors and similar equipment, whether used for the processing of electronic data or not
- (f) any power unit, used only for road or site mobility, where Damage is caused solely by Breakdown
- (g)
  - (i) office equipment
  - (ii) spare parts

unless specified in The Schedule.

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#### Portable Equipment

Computer Equipment designed to be carried by hand used away from The Premises. This includes, but is not limited to, Laptops, Palmtops and Handheld Computers.

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#### Property Insured

Property insured as specified in The Schedule.

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# Asset Protection Property Damage – All Risks

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## Cover Part A

We will indemnify You in respect of Damage to the Property Insured occurring during the Period of Insurance at The Premises.

### Basis of Claim Settlement – Indemnity

The basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage, or at Our option
- (2) the reduction in value of the Property Insured

unless the Basis of Claim Settlement – Reinstatement clause or any other alternate basis of settlement is stated to apply.

The Sum Insured under each item in The Schedule, other than items 4 and 5, and items applying solely to professional fees, rent and removal of debris is separately subject to Average. See Condition (1).

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

- (a) the Sum Insured on each item  
or
- (b) the Total Sum Insured  
or
- (c) any other maximum amount payable or limit of liability specified in this Section or The Schedule.

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## Cover Part B

We will indemnify You in respect of Damage to Machinery and Plant occurring during the Period of Insurance at The Premises by

- (1) Breakdown
- (2) Collapse
- (3) Explosion

which requires repair or replacement before normal working of the Machinery and Plant can resume.

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

- (a) the sum specified under item 7 in The Schedule  
or
- (b) £250,000

whichever is the lower.

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## Clauses

*The following clauses apply to this Section.*

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### All Other Contents

This term includes

- (1) documents, manuscripts and business books
- (2) patterns, models, moulds, plans and designs
- (3) Data Carrying Materials

which require to be replaced and are capable of being replaced but only for

- (a) the value of the physical materials
- (b) the cost of labour incurred in replacing them and the Data thereon
- (c) costs necessarily and reasonably incurred in collating such data from existing source material.



## Asset Protection Property Damage – All Risks

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### Clauses

(continued)

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The maximum We will pay in respect of

- (i) documents, manuscripts, business books, patterns, models, moulds, plans and designs is £250,000
- (ii) Data Storage Materials is £25,000

for any one claim and in any one Period of Insurance.

We will not pay for the value of any information lost.

- (4) pedal cycles and other personal items (excluding Vehicles) belonging to You or Your directors, partners, Employees, customers or visitors but only if not otherwise insured

The maximum We will pay in respect of any one person's property is the amount specified in The Schedule.

- (5) rare books, antiques, paintings or other works of art

The maximum We will pay is £2,500 in respect of any one item and £10,000 in total for any one claim.

- (6) wines, spirits, cigarettes, and tobacco held for Your own private and business entertainment purposes.

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

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### Automatic Reinstatement

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

You must pay any additional premium required to reinstate the Sums Insured.

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### Basis of Claim Settlement – Reinstatement

In the event of Damage to items 1, 6 and 7 in The Schedule, the basis upon which We will calculate the amount We will pay in respect of any claim will be the reinstatement of the property lost, destroyed or damaged, subject to the following conditions

- (1) Where the Property Insured is
  - (a) lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new
  - or
  - (b) damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

Where the parts necessary to repair Machinery and Plant are not available at the manufacturer's listed prices, We will pay for the cost of an equivalent repair to similar property for which parts are available at manufacturer's listed prices.

However, We will not pay more than We would have done if the property had been completely destroyed.

- (2) Where Computer and Electronic Office Equipment is insured by this Section and such property is
  - (a) lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Office Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Office Equipment with the nearest higher performance and/or capacity

## Asset Protection Property Damage – All Risks

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### Clauses

*(continued)*

- (b) damaged, if an economic repair is possible, We will pay for the repair of the Computer and Electronic Office Equipment, to its condition when new.

However, We will not pay more than We would have done if Computer and Electronic Office Equipment had been completely destroyed.

- (3) (1) and (2) above includes the costs necessary to comply with any

- (a) European Union legislation
- (b) Act of Parliament
- (c) Bylaws of any public authority.

We will not indemnify You in respect of

- (A) costs incurred

- (i) for Damage not insured by this Section
- (ii) where notice was served on You before the Damage occurred
- (iii) where an existing requirement must be completed within a stipulated period
- (iv) for property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered Damage

- (B) any charge or assessment arising from capital appreciation following compliance with any legislation or Bylaw.

- (4) The work of reinstatement

- (a) may be carried out on another site and in a manner suitable to Your needs

However,

- (i) Our liability must not be increased
- (ii) this will not apply when The Premises are Unoccupied unless We have agreed otherwise in writing.

- (b) must begin and be carried out as quickly as possible.

- (5) The following condition of Average will apply.

If the Sum Insured at the time the Damage occurred is less than 85% of the amount necessary to replace the whole of the Property Insured and/or Computer and Electronic Office Equipment, at the time of rebuilding or replacement, You will be liable to bear a proportionate share of the loss.

- (6) We will not indemnify You if You

- (a) do not incur the cost of replacing or repairing the Property Insured and/or Computer and Electronic Office Equipment
- (b) or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement
- (c) do not comply with any of the terms of this clause.

However, the Basis of Claim Settlement – Indemnity will apply.

## Asset Protection Property Damage – All Risks

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### Clauses

*(continued)*

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For the purposes of this clause Computer and Electronic Office Equipment means

- (a) Computer and Electronic Equipment
- (b) Portable Equipment
- (c) all other electronic office equipment including telecommunications equipment, facsimile, printing and photocopying machines.

Excluding

- (i) Portable Equipment away from The Premises
- (ii) equipment held as stock
- (iii) customers' Computer and Electronic Office Equipment held in trust
- (iv) equipment controlling or monitoring any manufacturing process.

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#### Basis of Claim Settlement – Rent

If rent is insured under this Section, We will indemnify You in respect of loss of rent resulting from the Building or any part of the Building

- (1) generating the rent received
- or

- (2) for which rent is payable

being made unfit for the purpose of The Business as a result of Damage insured by this Section.

The maximum We will pay in respect of loss of rent is the proportion of the Rent Sum Insured that would have been payable during the period from the date of the Damage until the Building is repaired or reinstated.

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#### Capital Additions

We will indemnify You in respect of Damage to

- (1) new Buildings and/or Machinery and Plant built or acquired during the Period of Insurance
- (2) alterations, additions and improvements to Buildings and/or Machinery and Plant made during the Period of Insurance, but not in respect of any appreciation in value

situated anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

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

- (1) 15% of the total Buildings and Machinery and Plant Sum Insured under this Section
- or
- (2) £500,000

whichever is the lower.

You must

- (a) provide Us with details of such additional Buildings and/or Machinery and Plant as soon as possible but, in any event
  - (i) within six months of the date You became responsible for the insurance of such Buildings and/or Machinery and Plant
  - and
  - (ii) before the expiry of the Period of Insurance.
- (b) specifically insure such property with Us from the date Our liability commenced.
- (c) pay the agreed additional premium.

# Asset Protection Property Damage – All Risks

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## Clauses

*(continued)*

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We will not indemnify You unless

- (1) a certificate of completion has been issued  
or
- (2) works to such property have been completed and handed over to You prior to the date of the Damage.

In respect of any Unoccupied premises insured under the provisions of this clause, We will only indemnify You in respect of Defined Contingencies (1) to (6) and (10).

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### Change in Temperature

The insurance on items 1, 2 and 7 in The Schedule extends to include Damage caused by change in temperature, resulting from total or partial destruction or disablement of refrigerating, electrical or conditioning plant or apparatus.

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### Contract Sale Price

If goods which have been sold but not yet delivered suffer Damage insured by this Section, and as a result the contract of sale is cancelled under the conditions of sale, Our liability will be calculated on the basis of the contract price for these goods.

Any calculation for the purpose of Average will be on the basis of the contract price for all goods which have been sold but not yet delivered, whether suffering Damage or not.

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### Damage to Vehicles Being Worked Upon

We will indemnify You in respect of Damage to any Vehicle insured under items 3 and 4 in The Schedule (including costs and expenses incurred with Our written consent) while undergoing any

- (1) repair
- (2) servicing
- (3) cleaning
- (4) maintenance
- (5) inspection
- (6) testing
- (7) alteration
- (8) treatment

at The Premises.

We will not indemnify You in respect of the cost of rectifying or redoing the original repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment that gave rise to the Damage.

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### Debris Removal

Unless a separate item for costs of removal of debris is insured under this Section, the Sum Insured for each item (other than rent if insured) specified in The Schedule, includes costs and expenses You incur with Our consent for

- (1) removal of debris
- (2) dismantling
- (3) demolishing
- (4) shoring up or propping of those parts

of the Property Insured which have suffered Damage.

# Asset Protection Property Damage – All Risks

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## Clauses

(continued)

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We will not indemnify You in respect of such costs and expenses

- (a) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (b) arising from pollution or contamination of property not insured by this Section
- (c) more specifically insured.

The maximum We will pay in respect of costs and expenses for Stock and Materials in Trade is £25,000.

---

### Description of Property

In determining the item under which property is insured We will accept the description given in Your business records.

---

### Discount to Effect Sale

If an insured new Vehicle held for sale by You suffers Damage to the extent that requires notification to a prospective purchaser, We will pay any reasonable discount from its sale price to effect a sale.

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

We will not indemnify You in respect of

- (1) 10%
- or
- (2) the first £500

of the amount of such discount, whichever is the higher.

---

### Drains

The Sum Insured under each of items 1 and 7 in The Schedule includes costs and expenses You incur with Our consent for cleaning and/or clearing of

- (1) drains
- (2) sewers
- (3) gutters

for which You are responsible following Damage to the Property Insured.

---

### Employees' Tools

We will provide indemnity in respect of Damage to portable hand tools belonging to Your Employees, for which You accept responsibility and which are insured under item 6 in The Schedule, while removed from The Premises to anywhere in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man, including while in transit.

The maximum We will pay in respect of any one Employee is £10,000.

---

### Exhibitions

We will indemnify You in respect of Damage to items 2 and 7 in The Schedule while

- (1) at any exhibition which does not exceed fourteen days
- (2) in the course of demonstration, construction, erection or dismantling at any such exhibition
- (3) in transit thereto and there from

in the European Economic Area.

The maximum We will pay in respect of any one claim is £35,000.

## Asset Protection Property Damage – All Risks

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### Clauses

*(continued)*

---

We will not indemnify You in respect of Damage

- (1) caused by or happening through
  - (a) defective or inadequate packing, insulation or labelling
  - (b) evaporation or ordinary leakage
  - (c) delay
  - (d) inadequate documentation
  - (e) shortage in weight
- (2) to Computer Equipment
- (3) to property which is more specifically insured
- (4) caused by theft or attempted theft from an Unattended Vehicle unless the Vehicle is securely locked, its keys, keycard or remote control transmitter removed, all windows are securely closed, and all security devices are set to operate.

---

#### Falling Trees

We will indemnify You in respect of the cost of

- (1) removing fallen trees belonging to You or for which You are responsible but only where there has been Damage to property
- (2) felling, lopping or pruning trees belonging to You or for which You are responsible at The Premises to prevent the immediate threat of Damage to property or for safeguarding life.

The maximum We will pay in respect of (1) and/or (2) above is £2,500.

---

#### Fire and Rescue Services Damage

We will indemnify You in respect of costs and expenses incurred in reinstating or repairing landscape gardens and grounds following damage caused by the Fire and Rescue Services or other emergency services equipment or personnel in the course of combating fire.

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

---

#### Fire and Security Equipment

We will indemnify You in respect of costs and expenses incurred in

- (1) refilling, recharging or replacing any
  - (a) portable fire extinguishing appliances
  - (b) local fire suppression system
  - (c) fixed fire suppression system
  - (d) sprinkler installation
  - (e) sprinkler heads
- (2) re-setting fire and/or intruder alarms and/or closed circuit television equipment following Damage insured by this Section.

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

If in relation to any claim under this clause You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

You must maintain all such equipment in accordance with the manufacturer's instructions.

We will not indemnify You in respect of any costs and expenses recoverable from Your maintenance company or Fire and Rescue Service.

# Asset Protection Property Damage – All Risks

---

## Clauses

*(continued)*

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### Fraud or Trick

Exception (3) (c) to Cover Parts A and B does not apply to items 3, 4 and 5 in The Schedule.

We will indemnify You in respect of Damage to items 3, 4 and 5 in The Schedule caused by theft where possession is obtained by fraud, trick or false pretence.

We will not indemnify You in respect of

- (1) the Excess specified in The Schedule
- or
- (2) 25% of each and every such loss

whichever is the greater.

---

### Glass

Where Buildings are insured under this Section We will indemnify You in respect of

- (1) breakage (including the cost of boarding up) of glass at The Premises including the cost of
  - (a) removing and reinstating obstructions to replacing glass
  - (b) replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass
- (2) breakage of fixed
  - (a) wash hand basins, pedestals, baths, sinks
  - (b) lavatory bowls, bidets, cisterns
  - (c) shower trays, splashbacksat The Premises.

We will not indemnify You in respect of breakage of glass

- (i) when The Premises are Unoccupied
- (ii) in transit or while being fitted
- (iii) by workmen carrying out alterations or repairs to The Premises.

The maximum We will pay in respect of any one claim is the Buildings Sum Insured specified in The Schedule.

---

### Hire Agreement

If the Property Insured by this Section is the subject of hire agreements, We will include the interest of the owners in any indemnity provided.

You must provide the name of any other interested party in the event of a claim.

---

### Incompatibility of Software or Programs

If Damage to Computer and Electronic Office Equipment results in existing software or programs being incompatible with the replacement Computer and Electronic Office Equipment (as defined in the Basis of Claim Settlement – Reinstatement clause above) We will, at Our option, indemnify You in respect of either

- (1) the necessary modifications to the replacement Computer and Electronic Office Equipment
- or
- (2) the conversion of the existing software or programs into a format which is compatible with the replacement Computer and Electronic Office Equipment, and the cost of replacing incompatible Data Carrying Materials where necessary.

The maximum We will pay in respect of any or all claims arising out of one cause is

- (a) £25,000
  - or
  - (b) the Sum Insured specified in The Schedule
- whichever is the higher.

# Asset Protection Property Damage – All Risks

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## Clauses

*(continued)*

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### Loss of Use of Customers' Vehicles

We will indemnify You in respect of Your legal liability for loss of use of a customer's Vehicle insured under item 4 in The Schedule following Damage to such Vehicle.

You must repair or replace the customer's Vehicle as soon as possible.

The maximum We will pay in respect of any one occurrence is £100,000.

---

### Machinery Re-erection Costs

The Sum Insured for each Machinery and Plant item in The Schedule extends to include the cost of re-erecting machinery following Damage insured by this Section.

---

### Metered Services

We will indemnify You in respect of charges for which You are responsible if water, electricity or gas is accidentally discharged from a metered system providing service to The Premises.

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

We will not indemnify You in respect of any charges incurred while The Premises are Unoccupied.

---

### Munitions of War

Policy Exceptions 1 (a) and (c) will not apply in respect of Damage to the Property Insured caused by or resulting from the detonation of munitions of war or parts thereof, at or within one mile of the boundary of The Premises, provided that the presence of such munitions does not result from a state of war current at the time of the Damage.

---

### New Vehicle Replacement

Where a Vehicle is

- (1) owned and registered by You as new (or purchased by You under a hire purchase agreement or leased or hired by You under any type of leasing or contract hire agreement)
- (2) a Private Car, Motorcycle or Goods-carrying Vehicle not exceeding 7.5 tonnes Gross Vehicle Weight owned and registered by Your customer as new (or purchased by Your customer under a hire purchase agreement or leased or hired by Your customer under any type of leasing or contract hire agreement)

We will, in the event of Damage to items 3 and 4 in The Schedule, replace such Vehicle with a new Vehicle of the same make and specification, subject to availability, if within 12 months of first registration it

- (a) sustains Damage in any single incident covered by this Section to an extent greater than 50% of its United Kingdom list price (including vehicle taxes) at the time of its purchase  
or
- (b) is stolen and not recovered.

Replacement is subject to the agreement of any interested hire purchase, leasing or contract hire company if applicable.

New Vehicle replacement does not apply to trailers and agricultural implements.

---

### Non-invalidity

The insurance provided by this Section will not be invalidated by any act, omission or alteration, either unknown to You or beyond Your control, which increases the risk of Damage.

However, You must

- (1) notify Us immediately You become aware of any such act, omission or alteration  
and
- (2) pay any additional premium We require.



# Asset Protection Property Damage – All Risks

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## Clauses

(continued)

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### Professional Fees

The Sum Insured for each of items 1 and 7 in The Schedule includes an amount for professional fees, necessarily and reasonably incurred with Our consent, in reinstating or repairing the Property Insured, following Damage insured by this Section.

We will not indemnify You in respect of fees

- (1) more specifically insured
- (2) incurred in preparing a claim.

---

### Property Otherwise Specified or Insured

Each item specified in The Schedule excludes property which is more specifically described in any other item and each item, other than items 4 and 5, excludes property which is more specifically insured.

---

### Replacement Locks and Keys – Other than Vehicles

We will indemnify You in respect of the cost of replacing locks or lock mechanisms and keys necessary to maintain the security of

- (1) The Premises
  - (2) any safe or strongroom
- against access following theft of keys from
- (a) The Premises
  - (b) Your home
  - (c) the home of any director, partner or Employee of Yours

by violence or threat of violence to You or any director, partner or Employee of Yours.

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

---

### Replacement Locks and Keys – Vehicles

We will indemnify You in respect of the cost of replacing the

- (1) affected locks
- (2) keys or key card, remote control transmitter and central locking interface
- (3) affected parts of the engine control unit, alarm and/or immobiliser

in the event of theft of the keys, key card or remote control transmitter of a Vehicle insured under items 3 and 4 in The Schedule or such keys, key cards or transmitters being lost.

The maximum We will pay in respect of all losses occurring during any one Period of Insurance is £50,000.

We will not indemnify You unless there is reasonable belief that

- (a) such keys, key cards or transmitters are in the possession of a person other than You
- and
- (b) such person will know the identity or the garaging address of the Vehicle.

---

### Seasonal Increase

The Sum Insured for item 3 in The Schedule is increased by 30% during the months of February, March, August and September.

# Asset Protection Property Damage – All Risks

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## Clauses

(continued)

---

## Services

Where item 1 is insured under this Section or You are liable as a tenant, We will indemnify You in respect of Damage to service pipes and cables, including their associated meters and instruments, which connect The Premises to the public mains.

---

## Stock in Transit

We will indemnify You in respect of Damage to item 2 in The Schedule while in transit, including loading and unloading anywhere in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man. The maximum We will pay in respect of any one claim is the limit specified in The Schedule.

We will also pay for

- (1) Damage to packing materials, protective sheeting, ropes, chains and toggles belonging to You, up to a maximum of £5,000 in respect of any one claim
- (2) the additional costs necessarily incurred by You in
  - (a) transferring any property to another Vehicle following Damage to the original conveying Vehicle
  - (b) reloading any property which has fallen from the conveying Vehicle
  - (c) removing debris following Damage to the property in transitup to a maximum of £5,000 in respect of any one claim
- (3) Damage to personal effects belonging to You or any Employee of Yours while being carried in the conveying Vehicle, up to a maximum of £500 in respect of any one person
- (4) Damage to customers' goods in Your custody or control, up to a maximum of £500 in respect of any one claim.

We will not indemnify You in respect of Damage caused by

- (i) defective or inadequate packing, insulation or labelling
- (ii) breakdown of refrigeration equipment, or insufficient insulation, unless directly caused by or attributable to fire, lightning, collision or overturning of the conveying Vehicle.

---

## Subrogation Rights Waiver

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

- (1) whose relationship to You is either a parent or subsidiary
  - (2) which is a subsidiary of a parent company of which You are a subsidiary
- as defined within the relevant legislation current at the time of Damage.

---

## Temporary Removal

We will indemnify You in respect of Damage to items 1, 6 and 7 in The Schedule excluding

- (1) Computer Equipment
- and
- (2) portable hand tools belonging to Your Employees

while temporarily removed from The Premises for the purposes of The Business to anywhere in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man, including while in transit.

## Asset Protection Property Damage – All Risks

---

### Clauses

(continued)

---

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

- (a) 10% of the item Sum Insured specified in The Schedule  
or
- (b) £250,000

whichever is the lower.

We will not indemnify You in respect of property

- (i) while at any exhibition
- (ii) which is removed from The Premises for more than 90 consecutive days, unless We agree a longer period in writing
- (iii) which is more specifically insured.

---

#### Temporary Removal – Computer Equipment

We will indemnify You in respect of Damage to

- (1) Computer Equipment insured under this Section while temporarily removed from The Premises for the purposes of maintenance or repair to anywhere in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man, including while in transit
- (2) Data Carrying Materials insured under this Section while anywhere in the world
- (3) Portable Equipment insured under this Section while anywhere in the world.

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

- (a) from an Unattended Vehicle unless
  - (i) the Vehicle is securely locked, its keys, key card or remote control transmitter removed, all windows are securely closed, and all security devices to protect the Vehicle are set to operate
  - (ii) the Vehicle is kept in a locked building of substantial construction or guarded security park between the hours of 9.00pm and 6.00am, unless it is aboard a ship or ferry
  - (iii) the Portable Equipment is
    - concealed from view
    - stored in the boot or under the parcel shelf where such facilities are available
- (b) while in transit by ship or ferry unless it is kept in a securely locked cabin or Vehicle aboard such vessel when not in use
- (c) while in transit by air unless it is carried as hand luggage.

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

- (1) 10% of the Sum Insured specified under item 7 in The Schedule  
or
- (2) (a) £2,500 in respect of theft or attempted theft of Portable Equipment from an unattended Vehicle
- (b) £10,000 in respect of any other theft or attempted theft of Portable Equipment
- (c) £50,000 in respect of any other Damage

whichever is the lower.

# Asset Protection Property Damage – All Risks

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## Clauses

*(continued)*

---

### Temporary Repair and Expediting Costs

We will, at Our option, indemnify You in respect of the additional costs necessarily and reasonably incurred in making temporary repairs or accelerating repairs in the event of Damage to items 1 and 7 in The Schedule.

The maximum We will pay in respect of any one claim is £50,000.

---

### Theft Damage to Buildings

We will indemnify You in respect of Damage to buildings at The Premises, including landlords' fixtures and fittings, where You are responsible for the repairs, caused by theft or attempted theft not involving entry into or exit from The Premises by forcible and violent means.

We will not indemnify You in respect of Damage

- (1) caused by any person lawfully on The Premises
  - (2) in any part of The Premises not occupied by You in connection with The Business
  - (3) while The Premises are Unoccupied
  - (4) more specifically insured by You or on Your behalf
- 

### Trace and Access

We will indemnify You in respect of reasonable costs and expenses incurred with Our consent

- (1) in locating the actual source of Damage  
and

- (2) any repairs directly arising from (1)

caused by the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such Damage is insured by this Section.

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

---

### Transfer of Interest

If at the time of Damage to a building insured under this Section You have entered into a contract to sell Your interest in it but

- (1) the contract has not yet been completed  
and

- (2) the building has not yet been insured by or on behalf of the purchaser

We will indemnify the purchaser to the extent that this Section insures the building if the purchase is subsequently completed.

This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase.

---

### Workmen

Repairs and minor structural alterations may be carried out at The Premises without affecting the Cover.

## Asset Protection Property Damage – All Risks

---

### Exceptions to Cover Parts A and B

*The following exceptions apply to this Section in addition to the Exceptions to Cover Part A, the Exceptions to Cover Part B, and the Policy Exceptions at the back of this policy.*

---

We will not indemnify You in respect of

- (1) Damage to the Property Insured caused by or consisting of gradual deterioration or wear and tear  
However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.
- (2) Damage to the Property Insured caused by pollution or contamination other than to items 3, 4 and 5 in The Schedule  
However, We will indemnify You in respect of Damage not otherwise excluded caused by
  - (a) pollution or contamination which results from Defined Contingencies (1) to (12).
  - (b) Defined Contingencies (1) to (12) which results from pollution or contamination.
- (3) Damage to the Property Insured caused by
  - (a) subsidence, ground heave or landslip unless
    - (i) resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
    - or
    - (ii) specifically mentioned as insured in The Schedule
  - (b) normal settlement of new structures
  - (c) theft where possession is obtained by fraud, trick or false pretence
  - (d)
    - (i) disappearance
    - (ii) unexplained or inventory shortage
    - (iii) misfiling, misplacing of information or clerical error
- (4) Damage to any building or structure caused by its own cracking or collapse  
However, We will indemnify You in respect of such Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.
- (5) Damage to
  - (a) gates
  - (b) fences
  - (c) moveable property which is not designed to be kept in the open while it is in the opencaused by
  - (i) wind
  - (ii) rain, hail, sleet or snow
  - (iii) flood
  - (iv) dust
- (6) Damage to the Property Insured caused by
  - (a) escape of water from any tank, apparatus or pipe
  - (b) malicious persons (other than by fire or explosion)
  - (c) theft or attempted theftwhen The Premises are Unoccupied
- (7) Damage to tyres caused by braking or by punctures, cuts or bursts
- (8) loss of value of Vehicles following repair other than under the Discount to Effect Sale clause

## Asset Protection Property Damage – All Risks

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### Exceptions to Cover Parts A and B *(continued)*

- 
- (9) Damage to
- (a) railway locomotives or rolling stock
  - (b) watercraft or aircraft
  - (c) property in the course of construction including materials for use in the construction
  - (d) land, roads or pavements, piers, jetties, bridges, culverts or excavations
  - (e) livestock
  - (f) growing crops or trees
- However, We will provide indemnity if such property is specified as insured in The Schedule and not otherwise excluded.
- (10) Damage
- (a) insured by any marine policy
  - (b) which would be insured under any marine policy if this policy did not exist
- However, We will indemnify You in respect of Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had the insurance not existed.
- (11) Damage more specifically insured by You or on Your behalf
- (12) any consequential loss or loss of use other than under the Loss of Use of Customers' Vehicles clause
- However, We will indemnify You in respect of rent when this item is specified as insured in The Schedule.
- (13) Damage caused by Your wilful act or wilful neglect
- (14) Damage to glass, china, earthenware, marble or other fragile objects, which do not form part of the structure of the Buildings or its fixtures and fittings, unless specified as insured in The Schedule
- However, We will indemnify You in respect of such Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.
- (15) any Damage whatsoever to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event contributing concurrently or in any other sequence to the loss
- (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (15) (a) and/or (15) (b) above.
- Terrorism means
- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands)  
acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

## Asset Protection Property Damage – All Risks

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### Exceptions to Cover Parts A and B *(continued)*

- 
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
- the use or threat of force and/or violence and/or
  - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You

- (16) (a) Loss of Data
- (b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with
- (i) Virus or Similar Mechanism
  - (ii) Denial of Service Attack
  - (iii) unauthorised access to or use of Computer and Electronic Equipment

However, We will indemnify You in respect of subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded.

- (17) the Excess.

---

### Exceptions to Cover Part A

*The following exceptions apply to Part A of this Section in addition to the Exceptions to Cover Parts A and B, and the Policy Exceptions at the back of this policy.*

---

We will not indemnify You in respect of

- (1) Damage to the Property Insured caused by or consisting of
- (a) an existing or hidden defect
  - (b) frost (other than frost Damage to items 3, 4 and 5 in The Schedule) or change in the water table level
  - (c) faulty or defective
    - (i) workmanship
    - (ii) design
    - (iii) materials used in its constructionother than described in the Damage to Vehicles Being Worked Upon clause
  - (d) operating error or omission by You or any Employee of Yours
  - (e) (i) Collapse
  - (ii) Explosion

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

## Asset Protection Property Damage – All Risks

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### Exceptions to Cover Part A (continued)

---

#### (2) Damage to the Property Insured caused by or consisting of

- (a)
  - (i) corrosion, rust or rot
  - (ii) shrinkage, evaporation or loss of weight
  - (iii) dampness or dryness
  - (iv) scratching
  - (v) vermin or insects
  - (vi) mould or fungus
- (b) change in
  - (i) temperature
  - (ii) colour
  - (iii) flavour
  - (iv) texture
  - (v) finish
- (c)
  - (i) nipple or joint leakage
  - (ii) failure of welds
- (d) the Property Insured's own mechanical or electrical breakdown or derangement

However, We will indemnify You in respect of

- (i) Damage not otherwise excluded which results from Defined Contingencies (1) to(12) or any other accidental cause
- (ii) any subsequent Damage which results from a cause not otherwise excluded.

#### (3) Damage

- (a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat
- (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting or over running

#### (4) Damage to the Property Insured resulting from its undergoing any process of

- (a) production or packaging
- (b) treatment, testing or commissioning
- (c) servicing or repair

other than described under the Damage to Vehicles Being Worked Upon clause.

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



## Asset Protection Property Damage – All Risks

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### Exceptions to Cover Part B

*The following exceptions apply to Part B of this Section in addition to the Exceptions to Cover Parts A and B, and the Policy Exceptions at the back of this policy.*

---

We will not indemnify You in respect of

- (1) the cost of remedying or repairing
  - (a) gradually developing defects, flaws, deformation, distortion, cracks or partial fractures
  - (b) loose parts, defective joints or seams unless caused directly by overheating brought about by shortage of water in Machinery and Plant which is subject to steam or fluid pressureHowever, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.
- (2) Damage directly or indirectly caused by or contributed to or arising from
  - (a) any test, experiment or routine inspection
  - (b) the imposition of abnormal working conditions including intentional overloading unless occurring without Your knowledge or consent
- (3) the cost of any maintenance work
- (4) Damage to experimental or prototype Machinery and Plant.

---

### Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

---

#### (1) Average

Where a Sum Insured is stated to be subject to average, this means that if at the time of Damage the Sum Insured is less than the total value of the Property Insured, You will

- (a) be responsible for the difference
- (b) bear a proportionate share of the loss.

---

#### (2) Fire Extinguishing Appliances

If in relation to any claim for Damage caused by or resulting from fire You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

You must maintain all fire extinguishing appliances on The Premises in accordance with the manufacturer's instructions.

---

#### (3) Maintenance

If in relation to any claim under Cover Part B You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

You must maintain all Machinery and Plant in accordance with the manufacturer's recommendations.

---

#### (4) Our Rights

If Damage occurs which may lead to a claim We may

- (a) enter or take possession of the building or The Premises
- (b) take possession of, or require to be delivered to Us, the Property Insured which We will deal with in a reasonable manner

without incurring liability or reducing Our rights.

We will not pay for any Damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements
- (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

## Asset Protection Property Damage – All Risks

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### Conditions

*(continued)*

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#### (5) Change of Occupancy

You must tell Us immediately if

- (a) any building at The Premises becomes Unoccupied
- (b) any Unoccupied building at The Premises becomes occupied.

---

#### (6) Protections

If in relation to any claim for Damage caused by theft or attempted theft You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

While The Premises are left unattended all security devices provided to protect The Premises must be properly fitted and put into full operation.

---

#### (7) Interested Parties – Specified

In the event of Damage insured by this Section interested parties, as specified in The Schedule, must declare the nature and extent of their interest.

---

#### (8) Vehicle Security

If in relation to any claim for Damage to Vehicles caused by or resulting from theft or attempted theft or malicious persons you have failed to fulfil the following condition, you will lose your right to indemnity or payment for that claim.

You must ensure that whilst the Vehicles(s) stated in The Schedule is (are) unattended

- (1) all points of access are locked and all keys removed
- (2) all windows are closed
- (3) the alarm system and/or immobiliser and/or tracking device approved by Us is
  - (a) activated and all keys removed and
  - (b) maintained and inspected in accordance with the terms and conditions of the manufacturer's and/or installing company agreement.

---

#### (9) Vehicles in the Open

If in relation to any claim for Damage to Vehicles not contained within a locked building while the Premises are unattended caused by or resulting from theft or attempted theft or malicious persons you have failed to fulfil the following condition, you will lose your right to indemnity or payment for that claim.

You must ensure that the keys, key code or remote control transmitter to the Vehicle are placed in a locked safe or cabinet.

---

#### (10) Trailer Security

It is a condition precedent to liability that any trailer not kept in a locked building outside normal business hours must be either secured to a solid structure or fitted with a hitch lock or wheel clamp.

---

#### (11) Vehicle Spares and Accessories

We will not be liable in respect of Damage to spare parts and accessories of Vehicles caused by

- (a) theft or attempted theft
- (b) malicious persons

unless such Damage also occurs to the Vehicle to which they belong.

---

#### (12) Visible Evidence

We will not indemnify You in respect of Damage caused by theft or attempted theft from any building at The premises unless there is visible evidence of entry into or exit from any building at The Premises by forcible and violent means.

## Asset Protection Property Damage – All Risks

---

### Additional Clauses

*The following additional clauses apply to this Section if stated in The Schedule.*

---

### Day One Basis of Settlement

For each Item of the Property Insured to which this clause applies (as specified in The Schedule)

- (1) The first and annual premiums are based upon the Declared Value specified in The Schedule.

Declared Value will mean

Your assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of the Basis of Claim Settlement - Reinstatement Clause at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for

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

The Declared Value incorporated in each Item is specified in The Schedule.

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

If You fail to notify Us of the Declared Value at the start of any Period of Insurance, We will use the last Declared Value notified to Us for the following Period of Insurance.

- (3) Paragraphs (4) and (5) of the Basis of Claim Settlement - Reinstatement clause are restated as follows

- (4) if, at the time of the Damage, the Declared Value is less than the cost of reinstatement of the Property Insured, arrived at in accordance with paragraph (1) of this clause, at the start of the Period of Insurance, Our liability for any Damage will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of this clause.

- (5) We will not indemnify You

- (a) until You have incurred the cost of replacing or repairing the property
- (b) if You, or someone acting on Your behalf, have insured the property under another policy which does not have the same basis of reinstatement
- (c) if You do not comply with any of the provisions of this clause.

However, In the event of any of paragraphs (5) (a) to (c) applying, the Sums Insured will be limited to the Declared Value increased by the Adjustment percentage specified in The Schedule against the applicable item.

- (4) The maximum We will pay in respect of each separate location subject to this clause is specified in The Schedule.
-

## Asset Protection Property Damage – All Risks

### Additional Clauses

*(continued)*

#### Frozen Food

We will indemnify You in respect of Damage occurring during the Period of Insurance to food, belonging to You or for which You are responsible while contained in any refrigeration unit specified in The Schedule, by deterioration or contamination caused by

- (1) a change in temperature as a result of
  - (a) the breaking, distortion or burning out of any part of the
    - (i) unit
    - (ii) unit wiring
    - (iii) supply cable to the unit, including the plug and fusecaused by mechanical or electrical defects in the unit while it is being used under normal working conditions
  - (b) failure of temperature controls to operate correctly
  - (c) accidental failure of Your electricity supply but only if this is not deliberately caused by Your supplier of electricity
- (2) accidental leakage of refrigerant gases or refrigerant fumes from the unit.

The maximum We will pay is the Sum Insured specified in The Schedule.

The Sum Insured specified in The Schedule is subject to Average. See Condition (1).

We will not indemnify You in respect of

- (1) Damage caused by
  - (a) wear and tear, deterioration or gradually developing flaws or defects in the unit
  - (b) failure to correctly set any temperature controls
- (2) an Excess of £100.

## Asset Protection Property Damage – All Risks

### Additional Clauses

*(continued)*

### Subsidence

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

We will only indemnify You in respect of Damage to

(1) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios

(2) walls, gates, hedges or fences

if

(a) such property is specifically insured by this Section  
and

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

We will not indemnify You in respect of

(1) Damage caused by

(a) collapse, cracking, shrinking or settlement of any building

(b) the normal settlement, shrinking and cracking of any building

(c) coastal or river erosion

(d) defective design or inadequate construction of foundations

(e) any demolition, construction, erection, ground or excavation works, carried out at the site of The Premises or the site of any adjoining premises, unless We have agreed otherwise in writing

(f) settlement or movement of made up ground

(2) Damage as a result of movement of solid floor slabs

However, We will indemnify You in respect of Damage not otherwise excluded if there is Damage to the foundations beneath the exterior walls of The Premises at the same time.

(3) the Excess.

# Asset Protection Money, Assault and Wrongful Conversion

## Definitions

*The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

<b>Business Hours</b>	Your normal working hours and any other period during which You or any director, partner or Employee, entrusted with Money is on The Premises in connection with The Business.
<b>Insured Person</b>	Any person or category of person specified in The Schedule.
<b>Loss of Hearing</b>	Total and permanent loss of hearing in one or both ears.
<b>Loss of Limb</b>	<p>In respect of</p> <p>(1) an arm</p> <p>(a) physical severance of all four fingers or</p> <p>(b) total and permanent loss of use of an entire hand or arm</p> <p>at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand)</p> <p>and/or</p> <p>(2) a leg</p> <p>(a) physical severance or</p> <p>(b) total and permanent loss of use of an entire leg at or above the talo-tibial joint (the ankle).</p>
<b>Loss of Sight</b>	<p>Includes total and permanent loss of sight which will be deemed to have occurred</p> <p>(1) in both eyes when the Insured Person's name has been added to the register of blind persons on the authority of a fully qualified ophthalmic surgeon specialist</p> <p>(2) in one eye when the degree of sight is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at three feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.</p>
<b>Loss of Speech</b>	Total and permanent loss of speech.
<b>Permanent Total Disablement</b>	<p>Permanent disablement (other than Loss of Hearing, Loss of Limb, Loss of Sight or Loss of Speech) which</p> <p>(1) wholly prevents the Insured Person from engaging in or giving attention to their usual occupation and</p> <p>(2) lasts without interruption for more than 12 months from the date of the accident and</p> <p>(3) in all probability will continue for the remainder of the Insured Person's life.</p>
<b>Temporary Partial Disablement</b>	Disablement which prevents the Insured Person from attending to a substantial part of their usual occupation.
<b>Temporary Total Disablement</b>	Disablement which entirely prevents the Insured Person from engaging in their usual occupation.

# Asset Protection Money, Assault and Wrongful Conversion

---

## Money Cover

We will indemnify You in respect of

- (1) loss of Money, up to the Limit Any One Loss stated in The Schedule, which
  - (a) belongs to You
  - or
  - (b) You are responsible forin connection with The Business while
  - (i) in transit
  - (ii) in the custody of collectors for 24 hours from the time they receive it or until the next working day whichever is later
  - (iii) on contract sites while You or Your Employees are working there
  - (iv) on The Premises
  - (v) at Your home or that of Your directors, partners or Employees
  - (vi) in a bank night safe until removed by the bank
  - (vii) in vending or gaming machines on The Premises. The maximum We will pay in respect of any one claim is £500 unless otherwise specified in The Schedule
- (2) the cost of replacement or repair following loss of or damage to any
  - (a) safe or strongroom specified in The Schedule
  - (b) case, bag or waistcoat used for carrying Moneyfollowing theft or attempted theft of Money occurring during the Period of Insurance.

---

## Clauses

*The following clauses apply to Money.*

---

### Clothing and Personal Belongings

We will indemnify You in respect of loss of or damage to clothing and personal belongings owned by You or any director, partner or Employee of Yours following theft or attempted theft involving violence or threat of violence which arises in connection with The Business.

The maximum We will pay for any one person is £500.

---

### Credit Cards

We will indemnify You in respect of any amount You become liable for under the terms of issue of any bank charge, credit, debit or cash card used in connection with The Business following fraudulent use by any unauthorised person.

The maximum We will pay in respect of any one claim and in any one Period of Insurance is £500.

---

### Vehicle Excise Licences (Tax Discs)

We will indemnify You in respect of Your legal liability for loss of Vehicle Excise Licences from The Premises or while in transit in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man in the course of The Business.

The maximum We will pay in respect of any one claim is £2,500 unless otherwise specified in The Schedule.

# Asset Protection Money, Assault and Wrongful Conversion

---

## Condition

*The following conditions apply to Money in addition to the Policy Conditions at the back of this policy.*

---

### (1) Records and Key Security

If in relation to any claim for loss of Money You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) keep a complete record of Money in a secure place other than in a safe or strongroom containing Money.
- (b) ensure that outside Business Hours, all safes and/or strongrooms are kept locked and the keys are removed from The Premises unless The Premises are occupied by You or any director, partner or authorised Employee of Yours, in which case the keys must be kept in a secure place away from any safe or strongroom.
- (c) ensure that whenever The Premises are closed for business or left unattended, all security devices to protect The Premises are properly fitted and put into full operation.

---

### (2) Visible Evidence

We will not indemnify You in respect of any loss of Money by theft or attempted theft unless there is visible evidence of entry into or exit from any building at The Premises involving forcible and violent means.

---

## Exceptions

*The following exceptions apply to Money in addition to the Policy Exceptions at the back of this policy.*

---

We will not indemnify You in respect of

- (1) loss or shortages due to
    - (a) clerical or accounting
      - (i) errors
      - (ii) omissions
    - (b) accountancy depreciation
    - (c) currency fluctuation
    - (d) consequential loss of any kind.
  - (2) loss due to the fraud or dishonesty of any director, partner or Employee of Yours which is
    - (a) not discovered within seven working days of the loss
    - (b) more specifically insured elsewhere.
  - (3) loss from any Unattended Vehicle.
  - (4) loss or damage arising outside England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.
  - (5) loss resulting directly or indirectly from
    - (a) forgery
    - (b) fraudulent alteration or substitution
    - (c) fraudulent use of a computer or electronic transfer.
  - (6) loss resulting from use of any form of payment which proves to be
    - (a) counterfeit
    - (b) false
    - (c) invalid
    - (d) uncollectible
    - (e) irrecoverable
- for any reason.



# Asset Protection Money, Assault and Wrongful Conversion

---

## Exceptions (continued)

- 
- (7) loss of Money resulting directly or indirectly from, or in connection with
    - (a) Virus or Similar Mechanism
    - (b) Denial of Service Attack
    - (c) unauthorised access to or use of Computer and Electronic Equipment.

---

## Assault Cover

---

We will pay You, or Your personal representatives, compensation for bodily injury to an Insured Person caused by theft or attempted theft, involving violence or the threat of violence, which occurs in the course of The Business during the Period of Insurance and solely, directly and independently of any other cause results in any of the following Contingencies

- (1) Death occurring within 24 months of Bodily Injury
- (2) Loss of Hearing and/or Loss of Sight and/or Loss of Speech occurring within 24 months of Bodily Injury
- (3) Loss of Limb occurring within 24 months of Bodily Injury
- (4) Permanent Total Disablement after 24 months of Bodily Injury (5)

Temporary Total Disablement within 24 months of Bodily Injury (6)

Temporary Partial Disablement within 24 months of Bodily Injury.

We will not provide compensation in respect of any claim relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.

---

## Clauses

*The following clauses apply to Assault.*

---

### (1) Amounts Payable

- (1) We will pay
  - (a) the compensation stated in The Schedule
  - (b) weekly compensation at four weekly intervals
  - (c) compensation under Contingencies (5) and (6) for a maximum of two years from the date that the disablement started.
- (2) Weekly compensation being paid for the same injury will end if We pay compensation under any of Contingencies (1) to (4).
- (3) Insurance will end for the Insured Person if We pay compensation under any of Contingencies (1) to (4).

---

### (2) Medical Evidence

- (1) We may, at Our option, arrange for the Insured Person to undergo a medical examination or, in the event of death, a post mortem examination.
- (2) You, or Your personal representatives, will supply to Us, at Your expense, any
  - (a) certificates
  - (b) information
  - (c) evidencein the format We require to support a claim.

---

### (3) Medical and Dental Expenses

Where compensation is payable for Contingency (5) - Temporary Total Disablement, or Contingency (6) - Temporary Partial Disablement, We will also pay up to 15% of this amount in respect of medical and/or dental expenses which have been incurred in respect of the Insured Person.

The maximum We will pay in respect of any one Insured Person is £500.

## Asset Protection Money, Assault and Wrongful Conversion

---

### Exception

*The following exception applies to Assault in addition to the Policy Exceptions at the back of this policy.*

We will not pay compensation for any Contingency directly or indirectly caused by the Insured Person suffering from any disability due to a gradually operating cause or any naturally occurring conditions or degenerative process.

---

### Wrongful Conversion Cover

We will indemnify You in respect of any loss You sustain in connection with Your purchase of a Vehicle in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man in the course of The Business during the Period of Insurance where

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

We will also pay costs

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

The maximum We will pay in respect of all Vehicles purchased by You during any one Period of Insurance is the Limit of Liability specified in The Schedule.

---

### Exception

*The following exception applies to Wrongful Conversion in addition to the Policy Exceptions at the back of this policy.*

We will not indemnify You in respect of the first 20% of any loss.

---

### Condition

*The following condition applies to Wrongful Conversion in addition to the Policy Conditions at the back of this policy.*

---

#### Vehicle Purchases and Part Exchange Allowances

If in relation to any claim You have failed to fulfil the following Conditions You will lose Your right to indemnity or payment for that claim.

- (1) Where a Vehicle is to be purchased or an allowance is to be made for part exchange, You must first obtain confirmation from either HPI Limited or Experian Limited that the Vehicle is not subject to any hire purchase interest or adverse information against it.

We will not indemnify You unless You provide Us with written evidence of such confirmation.

- (2) All payments for Vehicles purchased or allowances for part exchange must be settled by cheque, credit or debit card, Bankers' Automated Clearing Services (BACS) transfer or credit against a new purchase.

# Revenue Protection Business Interruption (Declaration Linked Basis)

## Definitions

*The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy, and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

## Breakdown

- (1) The breaking, distortion or burning out of any part of the Machinery and Plant which occurs while the Machinery and Plant is being used normally, arising from
    - (a) any mechanical or electrical defect in the Machinery and Plant
    - (b) any sudden and unforeseen failure of any insured boiler or pressure plant
  - (2) the complete severance of a rope
  - (3) the fracturing or distortion of any part of the Machinery and Plant by frost
- including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine.

## Collapse

The sudden and dangerous distortion of any part of the Machinery and Plant caused by crushing stress by force of steam or fluid pressure.

Collapse does not include distortion by pressure or ignition of flue gases.

## Computer Equipment

Computer equipment, including

- (1) fixed disks
- (2) interconnected wiring
- (3) air conditioning and cooling equipment
- (4) generating and voltage regulating equipment
- (5) satellite, telecommunication links and computerised telephone exchanges
- (6) electronic access equipment
- (7) temperature and humidity recording equipment
- (8) Data Carrying Materials

used for processing, communicating and storing electronic data.

Excluding

- (a) equipment held as stock
- (b) customers' equipment
- (c) facsimile and photocopying machines, digital cameras and similar machinery not used for the processing of electronic data
- (d) equipment which controls or monitors any manufacturing process.

## Damage

Physical loss, destruction or damage.

## Declaration Linked Basis

The Estimated Insured Profit item specified in The Schedule.

## Estimated Insured Profit

Your estimate of Insured Profit for the financial year most closely corresponding to the Period of Insurance (proportionately increased if the Maximum Indemnity Period exceeds 12 months).

# Revenue Protection Business Interruption (Declaration Linked Basis)

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## Definitions (continued)

---

### Insured Profit

- (1) The combined value of the Turnover, closing stock and work in progress less
  - (2) the combined value of opening stock and work in progress and Uninsured Working Expenses.
- The values of opening and closing stocks and work in progress will
- (a) be calculated using Your usual accounting methods.
  - (b) make due provision for depreciation.
- 

### Indemnity Period

The period during which the results of The Business are affected due to Damage, starting from the date the Premises are closed or their use restricted and ending not later than the Maximum Indemnity Period.

---

### Machinery and Plant

Machinery and plant which is owned by You or for which You are responsible excluding

- (1) Vehicles other than purpose built lifting and handling machinery
- (2) portable hand tools
- (3) personal effects.

Machinery and Plant does not include

- (a) Computer Equipment
- (b) non-metallic or refractory linings
- (c)
  - (i) cutting edges or extrusion heads
  - (ii) moulds, patterns or dies
  - (iii) heating elements
  - (iv) cables, ropes, belts or chains

unless these require replacement as a result of Damage for which We have admitted liability.

---

### Maximum Indemnity Period

The number of months specified in The Schedule.

---

### Rate of Insured Profit

Insured Profit earned on the Turnover and expressed as a percentage of Turnover, during the financial year immediately before the date of the Damage.

# Revenue Protection Business Interruption (Declaration Linked Basis)

## Definitions

(continued)

### Standard Turnover

The Turnover during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.

Rate of Insured Profit and Standard Turnover may be adjusted to reflect any trends or circumstances which

- (1) affect The Business before or after the Damage
- (2) would have affected The Business had the Damage not occurred.

The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.

### Turnover

Money paid or payable to You for

- (1) goods sold and delivered
- (2) services provided

in course of The Business at The Premises.

### Uninsured Working Expenses

- (1) Purchases of materials for production or re-sale (less any discounts received).
- (2) Discounts allowed.
- (3) Any additional Uninsured Working Expenses specified in The Schedule.

The words and expressions used in this definition will have the meaning usually attached to them in Your books and accounts.

## Notes

- 1 All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.
- 2 Any adjustment made for current cost accounting will be ignored.

## Cover

We will indemnify You in respect of any interruption or interference with The Business resulting from Damage to property

- (1) used by You at The Premises for the purposes of The Business and
- (2) at the premises or situations specified under (2) (c) of Maximum Amount Payable below.

Provided that such Damage

- (a) occurs during the Period of Insurance and
- (b) is not excluded by the All Risks Section of this policy.

## Revenue Protection Business Interruption (Declaration Linked Basis)

---

### Maximum Amount Payable

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

- (1) Damage by Breakdown or Collapse is
  - (a) in respect of Insured Profit  
133⅓% of the Estimated Insured Profit specified in The Schedule  
and
  - (b) in respect of other items  
the Sum Insured specified in The Schedule  
or
  - (c) £250,000whichever is the lower.
- (2) all other Damage is
  - (a) in respect of Insured Profit  
133⅓% of the Estimated Insured Profit specified in The Schedule  
and
  - (b) in respect of other items  
the Sum Insured specified in The Schedule  
or
  - (c) the maximum amounts payable in respect of each of the following premises or situations.

The amounts specified are inclusive of any amounts payable under the provisions of any clause to this Section.

#### (i) Exhibition Sites

- (1) Any situation where You are exhibiting or are contracted to exhibit goods or services.
- (2) Your property at or while in transit to or from any such situation in the European Economic Area.

We will also pay any costs or expenses You have necessarily and reasonably incurred in connection with the exhibition which You cannot otherwise recover.

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

#### (ii) Prevention of Access

Property within one mile of the boundary of The Premises which physically prevents or restricts access to or use of The Premises.

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

We will not indemnify You in respect of any interruption or interference lasting less than 12 consecutive hours.

# Revenue Protection Business Interruption (Declaration Linked Basis)

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## Maximum Amount Payable *(continued)*

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### (iii) Unspecified Suppliers

The premises of Your suppliers, including any motor vehicle manufacturer or any manufacturer supplying them with components or materials, situated within England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or any member country of the European Union.

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

- 33.33% of the Estimated Insured Profit Sum Insured specified in The Schedule
- or
- £2,500,000

whichever is the lower.

We will not indemnify You in respect of Damage at any premises of suppliers of electricity, gas, water or telecommunications services.

### (iv) Vehicle Storage Sites

Any situation within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man, but not in any premises You occupy, where You are storing Vehicles.

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

- 20% of the Estimated Insured Profit Sum Insured specified in The Schedule
- or
- £1,000,000

whichever is the lower.

---

## Basis of Settlement

---

This insurance is limited to loss of Insured Profit due to

- (1) reduction in Turnover
- and
- (2) increase in cost of working.

We will pay

- (a) in respect of reduction in Turnover  
the sum produced by applying the Rate of Insured Profit to the amount by which, due to the Damage, the Standard Turnover exceeds the Turnover during the Indemnity Period
- (b) in respect of increase in cost of working  
any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover during the Indemnity Period which but for such additional expense would have taken place due to the Damage. We will not pay more than the amount produced by applying the Rate of Insured Profit to the reduction in Turnover avoided by the expenditure

less any savings during the Indemnity Period in business charges or expenses, payable out of Insured Profit, which reduce or cease due to the Damage.

# Revenue Protection Business Interruption (Declaration Linked Basis)

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## Basis of Settlement (continued)

If at the time of the Damage the Sum Insured on Estimated Insured Profit is less than 50% of the sum produced by applying the Rate of Insured Profit to the Annual Turnover (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss and the maximum We will pay is the Estimated Insured Profit specified in The Schedule.

---

## Clauses

*The following clauses apply to this Section.*

---

### Alternative Premises

The Turnover during the Indemnity Period will include any money paid or payable to You during the Indemnity Period for goods sold or services provided elsewhere than at The Premises.

---

### Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (1) producing information We require for investigating any claim and
- (2) confirming the information is in accordance with Your business books. The maximum We will pay in respect of any claim, including auditor's and professional accountant's charges, is the Estimate Insured Profit specified in The Schedule.

---

### Automatic Reinstatement

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

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

---

### Departments

If You conduct The Business in departments and independent trading results are obtainable, the Basis of Settlement of the Insured Profit item will apply separately to each department affected by the Damage.

---

### Motor Vehicles

We will indemnify You in respect of interruption to or interference with The Business resulting from Damage caused by Defined Contingencies (1) - (9), (12) and (14) to Motor vehicles belonging to You while anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man, but not while in any premises You occupy.

The maximum We will pay in respect of any one claim, or in any one Period of Insurance, is £10,000.

---

### Premium Adjustment

You will supply, within six months of the expiry of each Period of Insurance, a professional accountant's declaration of Insured Profit earned in Your last financial year most closely corresponding to the Period of Insurance.

We will, for the purposes of premium adjustment, increase the declared figure by the amount by which the Insured Profit was reduced during the financial year as a result of any claim.

If the declared figure (adjusted as above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) for the relative Period of Insurance

- (1) is less than the Estimated Insured Profit, We will allow a pro rata return of up to 50% of the premium paid.
- (2) exceeds the Estimated Insured Profit, You will pay a pro rata additional premium of up to 33⅓% of the premium paid.



# Revenue Protection Business Interruption (Declaration Linked Basis)

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## Clauses *(continued)*

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### Property in Custody of Sub-contractors

We will indemnify You in respect of interruption to or interference with The Business resulting from Damage to Your property, or property for which You are responsible whilst temporarily in the custody or control of Your sub-contractors at any premises within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

The maximum We will pay in respect of any one claim, or in any one Period of Insurance, is £10,000.

---

### Salvage Sale

If, following Damage giving rise to a claim under this Section, You hold a salvage sale during the Indemnity Period, the Basis of Settlement in respect of reduction in Turnover will be the sum produced by applying the Rate of Insured Profit to the amount by which

- (1) the Turnover during the Indemnity Period less the Turnover from the salvage sale  
falls short of

- (2) the Standard Turnover  
as a consequence of the Damage.

From this sum We will deduct the amount of Insured Profit actually earned from the salvage sale.

---

### Subrogation Rights Waiver

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

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

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

---

### Transit

We will indemnify You in respect of interruption to or interference with The Business resulting from Damage to Your property while in transit by

- (1) road
- (2) rail
- (3) inland waterway

within England, Wales, Scotland, Northern Ireland, the Channel Islands, or the Isle of Man.

The maximum We will pay in respect of any one claim, or in any one Period of Insurance, is £10,000.

---

### Uninsured Working Expenses

Any increase in cost of working payment will take into account any Uninsured Working Expenses (having been deducted in arriving at the Insured Profit) which have not reduced in proportion to the reduction in Turnover.

We will calculate any such payment on the basis of the proportion that the Insured Profit bears to the Insured Profit and the total Uninsured Working Expenses.

# Revenue Protection Business Interruption (Declaration Linked Basis)

## Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not indemnify You in respect of

- (1) Damage caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services  
However, We will indemnify You in respect of
  - (a) such Damage which itself results from a cause not otherwise excluded
  - (b) subsequent Damage which is not otherwise excluded.
- (2) erasure or distortion of Data unless caused by Damage to the equipment on or in which the Data is processed or recorded
- (3) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event contributing concurrently or in any other sequence to the loss
  - (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (3) (a) and/or (3) (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
  - the use or threat of force and/or violence and/or
  - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You.

- (4) any Damage to Computer and Electronic Equipment, Failure or Loss of Data resulting directly or indirectly from, or in connection with
  - (a) Virus or Similar Mechanism
  - (b) Denial of Service Attack
  - (c) unauthorised access to or use of Computer and Electronic Equipment.However, We will indemnify You in respect of subsequent Damage to property used by You for the purposes of The Business at The Premises caused by or resulting from Defined Contingencies (1) to (11), (13) and (15) which is not otherwise excluded.

# Revenue Protection Business Interruption (Declaration Linked Basis)

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## Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

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## Alteration

We will not indemnify You under this Section if

- (1) any Policyholder
  - (a) agrees a composition or arrangement with creditors  
or
  - (b) agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act)  
or
  - (c) has an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator  
or
  - (d) has a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or has a provisional liquidator, receiver, or receiver and manager of The Business duly appointed  
or
  - (e) has an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge
- (2) Your interest ceases otherwise than by Your death.

However, We will indemnify You if We agree otherwise in writing.

---

## Claims Procedures

If in relation to any claim You have failed to comply with the following Claims Procedures You will lose Your right to indemnity under this Section.

You must

- (1) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or minimise any Damage
- (2) at Your expense, provide Us with
  - (a) a written claim  
and
  - (b) details of other insurances covering the Damage  
within 30 days after the expiry of the Indemnity Period or such further time that We may allow
  - (c) books, records and documents We require to assess Your claim
- (3) repay Us, any payment on account We have already made, if You fail to comply with this condition.

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## Payments on Account

Claim payments on account may be made to You during the Indemnity Period, if required.

# Revenue Protection Business Interruption (Declaration Linked Basis)

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## Conditions (continued)

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## Additional Clauses

*The following additional clauses apply to this Section only if stated in The Schedule. In some instances an additional clause will apply with a standard limit unless specified otherwise in The Schedule.*

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## Property Cover

We will not indemnify You under this Section unless

- (1) there is in force at the time of the Damage, an insurance policy covering Your interest in the property at The Premises for the Damage and
- (2) (a) payment has been made or liability admitted for such Damage or  
(b) payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a specified amount in such insurance policy.

---

## Rent Receivable

We will pay in respect of rent receivable the difference between

- (1) the rent which would have been receivable in respect of The Premises during the Indemnity Period but for the Damage
- (2) the amount of rent actually received during the same period less any savings in charges or expenses of The Business, payable out of rent receivable, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured by this item is less than the rent which, but for the Damage would have been receivable during the 12 months from the date of the Damage (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will

- (a) be Your own insurer for the difference
- (b) bear a rateable share of the loss.

The maximum We will pay is the Sum Insured specified in The Schedule.

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## Additional Increased Cost of Working

We will pay the additional expenditure necessarily and reasonably incurred due to the Damage solely for the purpose of avoiding or diminishing the reduction in Turnover during the Indemnity Period and which exceeds the amount recoverable as increase in cost of working, under the Basis of Settlement clause.

The maximum We will pay is the Sum Insured specified in The Schedule.

---

## Failure of Utilities

The insurance by item 1 of this Section is extended to include interruption or interference with The Business during the Period of Insurance as a result of the accidental failure of Your supply of

- (1) electricity
- (2) gas
- (3) water

at the terminal ends of Your supplier's feed to The Premises

- (4) telecommunications at the incoming line terminals or receivers at The Premises.

The maximum We will pay in respect of any one claim for accidental failure of telecommunications is

- (a) the Estimated Insured Profit Sum Insured specified in The Schedule or
  - (b) £2,500,000
- whichever is the lower.

## Revenue Protection Business Interruption (Declaration Linked Basis)

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### Additional Clauses

*(continued)*

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We will not indemnify You in respect of any accidental failure

- (1) caused by
  - (a) the deliberate act of Your supplier
  - (b) the exercise of Your supplier's power to withdraw or restrict supply or services
  - (c) industrial action
- (2) other than at premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (3) of electricity supplies lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any generating station or sub-station of Your supplier(s) of electricity in England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or France
- (4) of gas supplies lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any land based premises of
  - (a) Your supplier(s) of gas  
and
  - (b) any natural gas producer directly linked to Your supplier(s) of gas in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (5) of water supplies
  - (a) caused by drought or other weather conditions unless equipment has been damaged
  - (b) lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any water works or pumping station of Your supplier(s) of water in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (6) of telecommunications
  - (a) caused by
    - (i) atmospheric or weather conditions but this will not exclude accidental failure due to Damage to telecommunications equipment caused by such conditions
    - (ii) failure of any satellite
    - (iii) drought
  - (b) lasting less than 24 consecutive hours but this will not apply in respect of accidental failure resulting from Damage to any land based premises of Your supplier(s) of telecommunications and internet services in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (7) lasting more than 7 consecutive days
  - (a) for Your supply of electricity unless the failure results from Damage to any generating sub station of Your supplier of electricity in England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or France
  - (b) for Your supply of gas unless the failure is a result of Damage to any land based premises of Your supplier(s) of gas and any natural gas producer directly linked to Your supplier(s) of gas in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
  - (c) for Your supply of water unless the failure results from Damage to any water works or pumping station of Your supplier(s) of water in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man

## Revenue Protection Business Interruption (Declaration Linked Basis)

### Additional Clauses (continued)

- (d) for Your supply of telecommunications unless the failure results from Damage at any land based premises of Your supplier(s) of telecommunications and internet services in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (e) The maximum We will pay will be
  - (i) £50,000 maximum payable any one loss for failure resulting from accidental means other than Damage.
  - (ii) £100,000 maximum payable any one Period of Insurance for failure resulting from accidental means other than Damage.

### **Specified Disease, Food Poisoning, Vermin, Pests and Defective Sanitation, Murder or Suicide**

We will indemnify You in respect of loss resulting from interruption of or interference with The Business during the Period of Insurance due to

- (1) A Specified Disease occurring at The Premises or within five miles of the boundary of The Premises
- (2) Any person contracting an illness caused by food or drink poisoning, which is directly attributable to food or drink supplied from The Premises
- (3) The discovery of an organism at The Premises which is likely to result in any person contracting an illness caused by food or drink poisoning or a Specified Disease
- (4) (a) The discovery of vermin or pests  
or  
(b) any accident causing defects in the drains or other sanitary arrangements  
at The Premises
- (5) Any occurrence of murder or suicide at The Premises which
  - (a) restricts the use of or results in closure of The Premises on the order or advice of the competent authority  
and
  - (b) directly results in a reduction in the Turnover of The Business.

The maximum We will pay in respect of all losses occurring during the Period of Insurance is

- (i) 13.33% of the Estimated Insured Profit Sum Insured specified under item 1 of The Schedule  
or
- (ii) £100,000

whichever is the lower, unless otherwise specified in The Schedule.

The provisions of the Automatic Reinstatement clause do not apply to this additional clause.

We will not indemnify You in respect of any costs incurred in cleaning, repair, replacement, recall or checking of property.

### **Definitions**

For the purposes of this additional clause the following definitions apply.

### **Indemnity Period**

The period during which the results of The Business are affected due to the accident, occurrence or discovery, starting from the date The Premises are closed or their use restricted and ending not later than the Maximum Indemnity Period.

# Revenue Protection Business Interruption (Declaration Linked Basis)

## Additional Clauses (continued)

### Maximum Indemnity Period

Three months

- (1) beginning with  
and
- (2) ending not later than three months after  
the date of the accident, occurrence or discovery.

### Specified Disease

Any of the following diseases contracted by any person

- |     |  |  |
|-----|--|--|
| (a) | Acute encephalitis                                       | Ophthalmia neonatorum                  |
|     | Acute poliomyelitis                                      | Paratyphoid fever                      |
|     | Anthrax  | Puerperal fever                        |
|     | Chicken pox  | Plague Cholera                         |
|     |  | Rabies                                 |
|     | Diphtheria   | Relapsing fevers                       |
|     | Dysentery  | Rubella                                |
|     | Erysipeloid  | Scarlet fever                          |
|     | Legionellosis  | Smallpox                               |
|     | Legionnaires Disease                                     | Tetanus                                |
|     | Leprosy  | Toxoplasmosis                          |
|     | Leptospirosis  | Tuberculosis                           |
|     | Lyme Disease   | Typhoid fever                          |
|     | Malaria  | Typhus fever                           |
|     | Measles  | Viral hepatitis                        |
|     | Meningitis   | Whooping cough                         |
|     | Meningococcal septicaemia                                | Yellow fever.                          |
|     | Mumps  |  |
| (b) | Viral haemorrhagic fever caused by the following viruses |  |
|     | Lassa virus  | Marburg virus                          |
|     | Junin virus  | Crimean-Congo haemorrhagic fever virus |
|     | Machupo virus  | Hanta virus                            |
|     | Sabia virus  | Rift Valley fever virus                |
|     | Guanarito virus  | Yellow fever virus                     |
|     | Ebola virus  | Dengue virus.                          |

### Condition

If in relation to any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

At The Premises You must ensure compliance at all times with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-0-7176-1772-6 or any supplementary, replacement or amending Code of Practice.

# Revenue Protection Business Interruption (Sum Insured Basis)

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## Definitions

*The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy, and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

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## Breakdown

- (1) The breaking, distortion or burning out of any part of the Machinery and Plant which occurs while the Machinery and Plant is being used normally, arising from
    - (a) any mechanical or electrical defect in the Machinery and Plant
    - (b) any sudden and unforeseen failure of any insured boiler or pressure plant
  - (2) the complete severance of a rope
  - (3) the fracturing or distortion of any part of the Machinery and Plant by frost
- including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine.

---

## Collapse

The sudden and dangerous distortion of any part of the Machinery and Plant caused by crushing stress by force of steam or fluid pressure.

Collapse does not include distortion by pressure or ignition of flue gases.

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## Computer Equipment

Computer equipment, including

- (1) fixed disks
  - (2) interconnected wiring
  - (3) air conditioning and cooling equipment
  - (4) generating and voltage regulating equipment
  - (5) satellite, telecommunication links and computerised telephone exchanges
  - (6) electronic access equipment
  - (7) temperature and humidity recording equipment
  - (8) Data Carrying Materials
- used for processing, communicating and storing electronic data.
- Excluding
- (a) equipment held as stock
  - (b) customers' equipment
  - (c) facsimile and photocopying machines, digital cameras and similar machinery not used for the processing of electronic data
  - (d) equipment which controls or monitors any manufacturing process.

---

## Damage

Physical loss, destruction or damage.



# Revenue Protection Business Interruption (Sum Insured Basis)

## Definitions (continued)

<b>Insured Profit</b>	<p>(1) The combined value of the Turnover, closing stock and work in progress less</p> <p>(2) the combined value of opening stock and work in progress and Uninsured Working Expenses.</p> <p>The values of opening and closing stocks and work in progress will</p> <p>(a) be calculated using Your usual accounting methods.</p> <p>(b) make due provision for depreciation.</p>
<b>Indemnity Period</b>	<p>The period during which the results of The Business are affected due to Damage, starting from the date the Premises are closed or their use restricted and ending not later than the Maximum Indemnity Period.</p>
<b>Machinery and Plant</b>	<p>Machinery and plant which is owned by You or for which You are responsible excluding</p> <p>(1) Vehicles other than purpose built lifting and handling machinery</p> <p>(2) portable hand tools</p> <p>(3) personal effects.</p> <p>Machinery and Plant does not include</p> <p>(a) Computer Equipment</p> <p>(b) non-metallic or refractory linings</p> <p>(c) (i) cutting edges or extrusion heads</p> <p>(ii) moulds, patterns or dies</p> <p>(iii) heating elements</p> <p>(iv) cables, ropes, belts or chains</p> <p>unless these require replacement as a result of Damage for which We have admitted liability.</p>
<b>Maximum Indemnity Period</b>	<p>The number of months specified in The Schedule.</p>
<b>Rate of Insured Profit</b>	<p>Insured Profit earned on the Turnover and expressed as a percentage of Turnover, during the financial year immediately before the date of the Damage.</p>
<b>Annual Turnover</b>	<p>The Turnover during the 12 months immediately before the date of the Damage.</p>

# Revenue Protection Business Interruption (Sum Insured Basis)

## Definitions

(continued)

### Standard Turnover

The Turnover during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.

Rate of Insured Profit and Standard Turnover may be adjusted to reflect any trends or circumstances which

- (1) affect The Business before or after the Damage
- (2) would have affected The Business had the Damage not occurred.

The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.

### Sum Insured

The Revenue Sum Insured specified in The Schedule.

### Turnover

Money paid or payable to You for

- (1) goods sold and delivered
  - (2) services provided
- in course of The Business at The Premises.

### Uninsured Working Expenses

- (1) Purchases of materials for production or re-sale (less any discounts received).
- (2) Discounts allowed.
- (3) Any additional Uninsured Working Expenses specified in The Schedule.

The words and expressions used in this definition will have the meaning usually attached to them in Your books and accounts.

## Notes

- 1 All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.
- 2 Any adjustment made for current cost accounting will be ignored.

## Cover

We will indemnify You in respect of any interruption or interference with The Business resulting from Damage to property

- (1) used by You at The Premises for the purposes of The Business and
- (2) at the premises or situations specified under (2) (b) of Maximum Amount Payable below.

Provided that such Damage

- (a) occurs during the Period of Insurance and
- (b) is not excluded by the All Risks Section of this policy.

# Revenue Protection Business Interruption (Sum Insured Basis)

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## Maximum Amount Payable

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

- (1) Damage by Breakdown or Collapse is
  - (a) the Sum Insured on each item specified in The Schedule or
  - (b) £250,000whichever is the lower.
- (2) all other Damage is
  - (a) the Sum Insured on each item specified in The Schedule or
  - (b) the maximum amounts payable in respect of each of the following premises or situations.

The amounts specified are inclusive of any amounts payable under the provisions of any clause to this Section.

### (i) Exhibition Sites

- (1) Any situation where You are exhibiting or are contracted to exhibit goods or services.
- (2) Your property at or while in transit to or from any such situation in the European Economic Area.

We will also pay any costs or expenses You have necessarily and reasonably incurred in connection with the exhibition which You cannot otherwise recover.

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

### (ii) Prevention of Access

Property within one mile of the boundary of The Premises which physically prevents or restricts access to or use of The Premises.

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

We will not indemnify You in respect of any interruption or interference lasting less than 12 consecutive hours.

### (iii) Unspecified Suppliers

The premises of Your suppliers, including any motor vehicle manufacturer or any manufacturer supplying them with components or materials, situated within England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or any member country of the European Union.

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

- 25% of the Insured Profit Sum Insured specified in The Schedule or
- £2,500,000

whichever is the lower.

We will not indemnify You in respect of Damage at any premises of suppliers of electricity, gas, water or telecommunications services.

# Revenue Protection Business Interruption (Sum Insured Basis)

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## Maximum Amount Payable *(continued)*

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### (iv) Vehicle Storage Sites

Any situation within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man, but not in any premises You occupy, where You are storing Vehicles.

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

- 15% of the Insured Profit Sum Insured specified in The Schedule or
  - £1,000,000
- whichever is the lower.

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## Basis of Settlement

This insurance is limited to loss of Insured Profit due to

- (1) reduction in Turnover and
- (2) increase in cost of working.

We will pay

- (a) in respect of reduction in Turnover  
the sum produced by applying the Rate of Insured Profit to the amount by which, due to the Damage, the Standard Turnover exceeds the Turnover during the Indemnity Period
- (b) in respect of increase in cost of working  
any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover during the Indemnity Period which but for such additional expense would have taken place due to the Damage. We will not pay more than the amount produced by applying the Rate of Insured Profit to the reduction in Turnover avoided by the expenditure

less any savings during the Indemnity Period in business charges or expenses, payable out of Insured Profit, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured is less than the sum produced by applying the Rate of Insured Profit to the Annual Turnover (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss.

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## Clauses

*The following clauses apply to this Section.*

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### Alternative Premises

The Turnover during the Indemnity Period will include any money paid or payable to You during the Indemnity Period for goods sold or services provided elsewhere than at The Premises.

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### Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (1) producing information We require for investigating any claim and
- (2) confirming the information is in accordance with Your business books. The maximum We will pay in respect of any claim, including auditor's and professional accountant's charges, is the Sum Insured specified in The Schedule.

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### Automatic Reinstatement

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

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

# Revenue Protection Business Interruption (Sum Insured Basis)

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## Clauses *(continued)*

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### Departments

If You conduct The Business in departments and independent trading results are obtainable, the Basis of Settlement of the Insured Profit item will apply separately to each department affected by the Damage.

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

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### Motor Vehicles

We will indemnify You in respect of interruption to or interference with The Business resulting from Damage caused by Defined Contingencies (1) - (9), (12) and (14) to Motor vehicles belonging to You while anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man, but not while in any premises You occupy.

The maximum We will pay in respect of any one claim, or in any one Period of Insurance, is £10,000.

---

### Property in Custody of Sub-contractors

We will indemnify You in respect of interruption to or interference with The Business resulting from Damage to Your property, or property for which You are responsible whilst temporarily in the custody or control of Your sub-contractors at any premises within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

The maximum We will pay in respect of any one claim, or in any one Period of Insurance, is £10,000.

---

### Provisional Premium Adjustment

The first and annual premiums are provisional and they represent

- (1) 75% of the premiums required at the start of the Period of Insurance and
- (2) 25%, the balance, to be paid within six months of the end of that Period of Insurance.

Within six months of the expiry of each Period of Insurance You must provide Us with a declaration of the Earned Profit amount earned during the financial year most nearly concurrent with such Period of Insurance, as reported by Your professional accountants.

If any Damage has occurred giving rise to a claim We will increase the declaration for the purpose of premium adjustment by the sum by which the amount earned was reduced during the financial year solely due to the Damage.

If the declaration

- (1) adjusted due to a claim as provided for above and
- (2) proportionately increased where the Maximum Indemnity Period exceeds 12 months
  - (a) is less than 75% of the Sum Insured for the relative Period of Insurance We will pay to You a pro rata return premium but not more than 33⅓% of the provisional premium paid.
  - (b) is more than 75% of the Sum Insured for the relative Period of Insurance You will pay to Us a pro rata additional premium but not more than 33⅓% of the provisional premium paid.

## Revenue Protection Business Interruption (Sum Insured Basis)

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### Clauses *(continued)*

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If You fail to provide a declaration within six months of the end of such Period of Insurance You must pay the balance of 25%.

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#### Return Premium

We will allow a return premium for the Period of Insurance where

- (1) You provide Us with a professional accountant's declaration of Insured Profit earned in Your financial year most closely corresponding to that Period of Insurance  
and
- (2) the declared figure (proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured.

The adjustment will be based on the difference between the declared figure (proportionately increased where necessary) and the Sum Insured.

The maximum We will repay is 50% of the premium paid by You for the Period of Insurance.

We will not return premium for any reduction in Insured Profit which is entirely due to a claim.

---

#### Salvage Sale

If, following Damage giving rise to a claim under this Section, You hold a salvage sale during the Indemnity Period, the Basis of Settlement in respect of reduction in Turnover will be the sum produced by applying the Rate of Insured Profit to the amount by which

- (1) the Turnover during the Indemnity Period less the Turnover from the salvage sale  
falls short of
  - (2) the Standard Turnover
- as a consequence of the Damage.

From this sum We will deduct the amount of Insured Profit actually earned from the salvage sale.

---

#### Subrogation Rights Waiver

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

- (1) any company whose relationship to You is either a parent to subsidiary or subsidiary to parent
- (2) any company which is a subsidiary of a parent company of which You are Yourself a subsidiary

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

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#### Transit

We will indemnify You in respect of interruption to or interference with The Business resulting from Damage to Your property while in transit by

- (1) road
- (2) rail
- (3) inland waterway

within England, Wales, Scotland, Northern Ireland, the Channel Islands, or the Isle of Man.

The maximum We will pay in respect of any one claim, or in any one Period of Insurance, is £10,000.

## Revenue Protection Business Interruption (Sum Insured Basis)

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### Clauses (*continued*)

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#### Uninsured Working Expenses

Any increase in cost of working payment will take into account any Uninsured Working Expenses (having been deducted in arriving at the Insured Profit) which have not reduced in proportion to the reduction in Turnover.

We will calculate any such payment on the basis of the proportion that the Insured Profit bears to the Insured Profit and the total Uninsured Working Expenses.

## Revenue Protection Business Interruption (Sum Insured Basis)

### Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not indemnify You in respect of

- (1) Damage caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services  
However, We will indemnify You in respect of
  - (a) such Damage which itself results from a cause not otherwise excluded
  - (b) subsequent Damage which is not otherwise excluded.
- (2) erasure or distortion of Data unless caused by Damage to the equipment on or in which the Data is processed or recorded
- (3) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event contributing concurrently or in any other sequence to the loss
  - (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (3) (a) and/or (3) (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
  - the use or threat of force and/or violence and/or
  - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You.

- (4) any Damage to Computer and Electronic Equipment, Failure or Loss of Data resulting directly or indirectly from, or in connection with
  - (a) Virus or Similar Mechanism
  - (b) Denial of Service Attack
  - (c) unauthorised access to or use of Computer and Electronic Equipment.However, We will indemnify You in respect of subsequent Damage to property used by You for the purposes of The Business at The Premises caused by or resulting from Defined Contingencies (1) to (11), (13) and (15) which is not otherwise excluded.



# Revenue Protection Business Interruption (Sum Insured Basis)

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## Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

## Alteration

We will not indemnify You under this Section if

- (1) any Policyholder
  - (a) agrees a composition or arrangement with creditors  
or
  - (b) agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act)  
or
  - (c) has an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator  
or
  - (d) has a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or has a provisional liquidator, receiver, or receiver and manager of The Business duly appointed  
Or
  - (e) has an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge
- (2) Your interest ceases otherwise than by Your death.

However, We will indemnify You if We agree otherwise in writing.

---

## Claims Procedures

If in relation to any claim You have failed to comply with the following Claims Procedures You will lose Your right to indemnity under this Section.

You must

- (1) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or minimise any Damage
  - (2) at Your expense, provide Us with
    - (a) a written claim  
and
    - (b) details of other insurances covering the Damage  
within 30 days after the expiry of the Indemnity Period or such further time that We may allow
    - (c) books, records and documents We require to assess Your claim
  - (3) repay Us, any payment on account We have already made, if You fail to comply with this condition.
- 

## Payments on Account

Claim payments on account may be made to You during the Indemnity Period, if required.

---

## Property Cover

We will not indemnify You under this Section unless

- (1) there is in force at the time of the Damage, an insurance policy covering Your interest in the property at The Premises for the Damage  
and
- (2)
  - (a) payment has been made or liability admitted for such Damage  
or
  - (b) payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a specified amount in such insurance policy.

# Revenue Protection Business Interruption (Sum Insured Basis)

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## Additional Clauses

*The following additional clauses apply to this Section only if stated in The Schedule. In some instances an additional clause will apply with a standard limit unless specified otherwise in The Schedule.*

---

## Rent Receivable

We will pay in respect of rent receivable the difference between

- (1) the rent which would have been receivable in respect of The Premises during the Indemnity Period but for the Damage
- (2) the amount of rent actually received during the same period

less any savings in charges or expenses of The Business, payable out of rent receivable, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured by this item is less than the rent which, but for the Damage would have been receivable during the 12 months from the date of the Damage (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will

- (a) be Your own insurer for the difference
- (b) bear a rateable share of the loss.

The maximum We will pay is the Sum Insured specified in The Schedule.

---

## Additional Increased Cost of Working

We will pay the additional expenditure necessarily and reasonably incurred due to the Damage solely for the purpose of avoiding or diminishing the reduction in Turnover during the Indemnity Period and which exceeds the amount recoverable as increase in cost of working, under the Basis of Settlement clause. The maximum We will pay is the Sum Insured specified in The Schedule.

---

## Failure of Utilities

The insurance by item 1 of this Section is extended to include interruption or interference with The Business during the Period of Insurance as a result of the accidental failure of Your supply of

- (1) electricity
- (2) gas
- (3) water

at the terminal ends of Your supplier's feed to The Premises

- (4) telecommunications at the incoming line terminals or receivers at The Premises.

The maximum We will pay in respect of any one claim and in the Period of Insurance for accidental failure of telecommunications is

- (a) the Insured Profit Sum Insured specified in The Schedule
  - or
  - (b) £2,500,000
- whichever is the lower.

We will not indemnify You in respect of any accidental failure

- (1) caused by
  - (a) the deliberate act of Your supplier
  - (b) the exercise of Your supplier's power to withdraw or restrict supply or services
  - (c) industrial action
- (2) other than at premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (3) of electricity supplies lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any generating station or sub-station of Your supplier(s) of electricity in England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or France

## Revenue Protection Business Interruption (Sum Insured Basis)

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### Additional Clauses (continued)

- 
- (4) of gas supplies lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any land based premises of
    - (a) Your supplier(s) of gas  
and
    - (b) any natural gas producer directly linked to Your supplier(s) of gas in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
  - (5) of water supplies
    - (a) caused by drought or other weather conditions unless equipment has been damaged
    - (b) lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any water works or pumping station of Your supplier(s) of water in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
  - (6) of telecommunications
    - (a) caused by
      - (i) atmospheric or weather conditions but this will not exclude accidental failure due to Damage to telecommunications equipment caused by such conditions
      - (ii) failure of any satellite
      - (iii) drought
    - (b) lasting less than 24 consecutive hours but this will not apply in respect of accidental failure resulting from Damage to any land based premises of Your supplier(s) of telecommunications and internet services in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
  - (7) lasting more than 7 consecutive days
    - (a) for Your supply of electricity unless the failure results from Damage to any generating sub station of Your supplier of electricity in England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or France
    - (b) for Your supply of gas unless the failure is a result of Damage to any land based premises of Your supplier(s) of gas and any natural gas producer directly linked to Your supplier(s) of gas in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
    - (c) for Your supply of water unless the failure results from Damage to any water works or pumping station of Your supplier(s) of water in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
    - (d) for Your supply of telecommunications unless the failure results from Damage at any land based premises of Your supplier(s) of telecommunications and internet services in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
    - (e) The maximum We will pay will be
      - (i) £50,000 maximum payable any one loss for failure resulting from accidental means other than Damage.
      - (ii) £100,000 maximum payable any one Period of Insurance for failure resulting from accidental means other than Damage.

## Revenue Protection Business Interruption (Sum Insured Basis)

### Additional Clauses (continued)

#### Specified Disease, Food Poisoning, Vermin, Pests and Defective Sanitation, Murder or Suicide

We will indemnify You in respect of loss resulting from interruption of or interference with The Business during the Period of Insurance due to

- (1) A Specified Disease occurring at The Premises or within five miles of the boundary of The Premises
- (2) Any person contracting an illness caused by food or drink poisoning, which is directly attributable to food or drink supplied from The Premises
- (3) The discovery of an organism at The Premises which is likely to result in any person contracting an illness caused by food or drink poisoning or a Specified Disease
- (4)
  - (a) The discovery of vermin or pests
  - or
  - (b) any accident causing defects in the drains or other sanitary arrangementsat The Premises
- (5) Any occurrence of murder or suicide at The Premises which
  - (a) restricts the use of or results in closure of The Premises on the order or advice of the competent authority
  - and
  - (b) directly results in a reduction in the Turnover of The Business.

The maximum We will pay in respect of all losses occurring during the Period of Insurance is

- (i) 10% of the Insured Profit Sum Insured specified under item 1 of The Schedule
- or
- (ii) £100,000

whichever is the lower, unless otherwise specified in The Schedule.

The provisions of the Automatic Reinstatement clause do not apply to this additional clause.

We will not indemnify You in respect of any costs incurred in cleaning, repair, replacement, recall or checking of property.

#### Definitions

For the purposes of this additional clause the following definitions apply.

#### Indemnity Period

The period during which the results of The Business are affected due to the accident, occurrence or discovery, starting from the date The Premises are closed or their use restricted and ending not later than the Maximum Indemnity Period.

# Revenue Protection Business Interruption (Sum Insured Basis)

## Additional Clauses (continued)

### Maximum Indemnity Period

Three months

- (1) beginning with  
and
- (2) ending not later than three months after  
the date of the accident, occurrence or discovery.

### Specified Disease

Any of the following diseases contracted by any person

- |     |  |  |
|-----|--|--|
| (a) | Acute encephalitis                                       | Ophthalmia neonatorum                  |
|     | Acute poliomyelitis                                      | Paratyphoid fever                      |
|     | Anthrax  | Puerperal fever                        |
|     | Chicken pox  | Plague Cholera                         |
|     |  | Rabies                                 |
|     | Diphtheria   | Relapsing fevers                       |
|     | Dysentery  | Rubella                                |
|     | Erysipeloid  | Scarlet fever                          |
|     | Legionellosis  | Smallpox                               |
|     | Legionnaires Disease                                     | Tetanus                                |
|     | Leprosy  | Toxoplasmosis                          |
|     | Leptospirosis  | Tuberculosis                           |
|     | Lyme Disease   | Typhoid fever                          |
|     | Malaria  | Typhus fever                           |
|     | Measles  | Viral hepatitis                        |
|     | Meningitis   | Whooping cough                         |
|     | Meningococcal septicaemia                                | Yellow fever.                          |
|     | Mumps  |  |
| (b) | Viral haemorrhagic fever caused by the following viruses |  |
|     | Lassa virus  | Marburg virus                          |
|     | Junin virus  | Crimean-Congo haemorrhagic fever virus |
|     | Machupo virus  | Hanta virus                            |
|     | Sabia virus  | Rift Valley fever virus                |
|     | Guanarito virus  | Yellow fever virus                     |
|     | Ebola virus  | Dengue virus.                          |

### Condition

If in relation to any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

At The Premises You must ensure compliance at all times with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-0-7176-1772-6 or any supplementary, replacement or amending Code of Practice.

# Revenue Protection Book Debts

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## Definitions

*The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy, and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

---

## Book Debts

Your reasonable estimate of the total outstanding debits at the date of the Damage, to be agreed with Us, adjustment having been made for bad debts.

---

## Damage

Physical loss, destruction or damage.

---

## Cover

We will indemnify You, as detailed in the Basis of Settlement, in respect of loss of Book Debts directly due to Damage to Your books of account and other business books or records at The Premises.

Provided that such Damage

- (1) occurs during the Period of Insurance
- (2) is not excluded by the All Risks Section of this policy.

---

## Basis of Settlement

- 
- (1) This insurance is limited to loss of Book Debts due to Damage.

We will pay

- (a) the difference between

- (i) the Book Debts

and

- (ii) the total of the amounts received or traced

- (b) the additional expenditure incurred with Our consent in tracing and establishing customers' debit balances after the Damage

provided that if the Sum Insured by this item be less than the Book Debts the amount payable shall be proportionately reduced.

- (2) If We require any information to verify a claim Your professional accountants at the time of the claim may produce and report details contained in business books or records. Their report will be accepted as prima facie evidence of the details.

We will pay Your professional accountant's charges for

- (a) producing information We require for investigating any claim

and

- (b) confirming the information in accordance with Your business books.

The maximum We will pay in respect of any claim, including professional accountant's fees, is the Sum Insured specified in The Schedule.

# Revenue Protection Book Debts

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## Clauses

*The following clauses apply to this Section.*

---

## Automatic Reinstatement

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

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

---

## Temporary Removal

We will indemnify You in respect of loss of Book Debts resulting from Damage occurring within England, Wales, Scotland, the Republic of Ireland, Northern Ireland, the Channel Islands or the Isle of Man to Your books of account, other business books or records while temporarily removed to any premises occupied by persons acting on Your behalf or while in transit.

---

## Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not indemnify You in respect of

- (1) Damage caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.

However, We will indemnify You in respect of

- (a) such Damage which itself results from a cause not otherwise excluded
  - (b) subsequent Damage which is not otherwise excluded.
- (2) erasure or distortion of Data unless caused by Damage to the equipment on or in which the Data is processed or recorded.
- (3) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event contributing concurrently or in any other sequence to the loss
  - (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (3) (a) and/or (3) (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial sea adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
  - (ii) in respect of Damage occurring in any territory not specified in (i) above  
any act or acts including but not limited to
    - the use or threat of force and/or violence  
and/or
    - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

# Revenue Protection Book Debts

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## Exceptions (continued)

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You.

- (4) in respect of any Damage to Computer and Electronic Equipment, Failure or Loss of Data resulting directly or indirectly from, or in connection with
  - (i) Virus or Similar Mechanism
  - (ii) Denial of Service Attack
  - (iii) unauthorised access to or use of Computer and Electronic Equipment.

However, We will indemnify You in respect of subsequent Damage to property used by You for the purposes of The Business at The Premises caused by or resulting from Defined Contingencies (1) to (11), (13) and (15) which is not otherwise excluded.

- (5) theft of business records where You, Your partners, directors or Employees or any member of Your household is involved as principal or accessory.
- (6) theft from any Unattended Vehicle.
- (7) fraud, trick or deception.
- (8) the deliberate falsification of business records.
- (9) mislaying or misfiling of business records, clerical errors or omissions, wear and tear, gradual deterioration, rust, damp, mildew or vermin, mould or fungus.

---

## Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

---

### (1) Alteration

We will not indemnify You under this Section if

- (a) any Policyholder
  - (i) agrees a composition or arrangement with creditors  
or
  - (ii) agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act)  
or
  - (iii) has an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator  
or
  - (iv) has a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or has a provisional liquidator, receiver, or receiver and manager of The Business duly appointed  
or
  - (v) has an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge.
- (b) Your interest ceases otherwise than by Your death.

However, We will indemnify You if We agree otherwise in writing.



# Revenue Protection Book Debts

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## Conditions (continued)

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### (2) Claims Procedures

If in relation to any claim You have failed to comply with the following Claims Procedures You will lose Your right to indemnity under this Section.

You must

- (a) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or minimise any Damage.
- (b) at Your expense, provide Us with
  - (i) a written claim
  - and
  - (ii) details of other insurances covering the Damagewithin 30 days after the expiry of the Indemnity Period or such further time that We may allow.
- (iii) books, records and documents We require to assess Your claim.
- (c) repay Us, any payment on account We have already made, if You fail to comply with this condition.

---

### (3) Property Cover

We will not indemnify You under this Section unless

- (a) there is in force at the time of the Damage, an insurance policy covering Your interest in the property at The Premises for the Damage
- and
- (b) (i) payment has been made or liability admitted for such Damage
- or
- (ii) payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a stated amount in such insurance policy.

---

### (4) Subrogation Rights Waiver

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

- (a) whose relationship to You is either a parent to subsidiary or subsidiary to parent
- (b) which is a subsidiary of a parent company of which You are Yourself a subsidiary as defined in, or within the meaning of the relevant Companies Act or Companies (NI) Order, current at the time of the Damage.

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### (5) Payments on Account

Claim payments on account may be made to You during the Indemnity Period, if required.

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## Additional Condition

*The following additional condition applies to this Section.*

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### Fire Resisting Storage

If in relation to any claim for loss of Book Debts You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

You must ensure that all Your books of account or other business books or records in which Your Customers' Accounts are shown will be kept in fire resisting safes or cabinets when not in use.

## Asset Protection and Motor Liabilities Road Risks

**Definitions** The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

<b>Bodily Injury</b>	Bodily injury including death, illness, disease or nervous shock.
<b>Compensation</b>	Damages, including interest.
<b>Costs and Expenses</b>	(1) Fees and disbursements for The Insured's legal representation (a) at any Coroner's Inquest (b) at any Fatal Accident Inquiry (c) in any proceedings brought under the Road Traffic Acts We will not pay for (i) a plea of mitigation (unless the offence The Insured is charged with carries a custodial sentence) (ii) appeals. (2) Costs and expenses incurred with Our written consent (3) Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.
<b>Damage</b>	Accidental loss, destruction or damage.
<b>Excess</b>	The amount(s) specified in this Section and The Schedule which We will deduct from each and every claim under Part A of this Section.
<b>Goods-carrying Vehicle</b>	A motor vehicle manufactured or adapted for the carriage of goods.
<b>Green Card</b>	A document required by certain countries which are (1) not members of the European Union and (2) members of, and comply with, the Green Card system to provide proof of the minimum compulsory insurance cover required by law to drive in that country.

### Hazardous Location

- Power stations
- Nuclear installations or establishments
- Refineries, bulk storage or production premises in the oil, gas or chemical industries
- Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries
- Ministry of Defence premises
- Military bases
- Rail trackside and other rail property

other than in any area designated for access or parking by the general public.

### High Category Hazardous Goods

Any substance within the following United Nations Hazard Classes

- 1: Explosives
- 5.2: Organic peroxides
- 6.1: Toxic substances
- 6.2: Infectious substances
- 7: Radioactive materials.

## Asset Protection and Motor Liabilities Road Risks

### Definitions (continued)

<b>Insured Vehicle</b>	<ul style="list-style-type: none"><li>(1) Any motor vehicle detailed in paragraph 1 of the Certificate of Motor Insurance</li><li>(2) Any Vehicle (mechanically propelled or otherwise) attached to a motor vehicle described in (1) above for the purpose of being towed</li><li>(3) any Vehicle being conveyed in or on a Vehicle described in (1) or (2) above</li></ul> excluding <ul style="list-style-type: none"><li>(a) any Vehicle transporter (or Vehicle transporter and trailer) capable of carrying more than two Vehicles at any one time, unless the Vehicle is in Your custody or control for sale, repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment</li><li>(b) any Vehicle carried by a Vehicle transporter (or Vehicle transporter and trailer) capable of carrying more than two Vehicles at any one time except where transportation is by rail.</li></ul>
<b>Motorhome</b>	A motor vehicle not exceeding 7.5 tonnes gross vehicle weight manufactured or adapted to provide temporary living accommodation.
<b>Pollution or Contamination</b>	<ul style="list-style-type: none"><li>(1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and</li><li>(2) all loss, damage and injury directly or indirectly caused by such pollution or contamination.</li></ul>
<b>Private Hire</b>	Use of an Insured Vehicle having no more than nine seats (seven in Northern Ireland), including the driver's seat, for the carriage of passengers for hire or reward other than under a Hackney Carriage licence.
<b>Spouse</b>	<p>The partner, civil partner, husband or wife of the person who is entitled to drive and use the Insured Vehicle as specified in the Certificate of Motor Insurance provided they</p> <ul style="list-style-type: none"><li>(1) live at the same address as, and share financial responsibilities with, such person</li><li>and</li><li>(2) are permitted by the Certificate of Motor Insurance to drive and use the Insured Vehicle.</li></ul>

## Asset Protection and Motor Liabilities Road Risks

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### Definitions (continued)

#### Terrorism

- (1) Any act or acts including but not limited to
  - (a) the use or threat of force and/or violence and/or
  - (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological meanscaused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes.
- (2) Any action taken in controlling, preventing, suppressing or in any way relating to (1) above.

---

#### The Insured

- (1) You.
  - (2) Your personal representatives in respect of legal liability You incur.
  - (3)
    - (a) Any person who is permitted by the Certificate of Motor Insurance to drive and use the Insured Vehicle, while driving or using the Insured Vehicle
    - (b) At Your request
      - (i) any passenger travelling in, or getting into or out of the Insured Vehicle
      - (ii) the owner of the Insured Vehicle
      - (iii) any principal for whom You are carrying out a contract, to the extent required by the contract conditionsor the personal representatives of any of these persons, in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.
- Each indemnified party will be subject to the terms of this Section so far as they apply.

---

#### The Limit of Indemnity

- (1) The amount specified in The Schedule or
- (2) any greater sum as may be required by the Road Traffic Acts which We will pay under Part B of this Section in respect of any one claim or series of claims against The Insured arising out of one cause.

---

#### The Territorial Limits

England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands, the Isle of Man, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein), including transit between these countries.

# Asset Protection and Motor Liabilities Road Risks

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## Part A - Damage Cover

We will indemnify You in respect of Damage to the Insured Vehicle occurring during the Period of Insurance within The Territorial Limits, including the reasonable cost of its

- (1) protection and removal to the nearest repairer.
- (2) delivery to The Premises after repair.

If to Our knowledge the Insured Vehicle is subject to a hire purchase, leasing or contract hire agreement, any payment will be made to the owner described in the agreement, whose receipt will be a full and final discharge to Us.

You may commence reasonable repairs to the Insured Vehicle without prior notice provided We are immediately supplied with a detailed estimate. We reserve the right to seek alternative estimates.

---

## Clauses

*The following clauses apply to Part A of this Section in addition to the Clauses to Parts A and B, and the Additional Clauses where applicable.*

---

### Contract Sale Price

If an Insured Vehicle sold by You which is

- (1) undelivered  
and
- (2) Your responsibility

suffers Damage insured by this Section and as a consequence the contract of sale is cancelled under the conditions of sale, then Our liability will be based on the contract price for the Insured Vehicle.

---

### Discount to Effect Sale

If a new Insured Vehicle held for sale by You suffers Damage to the extent that requires notification to a prospective purchaser, We will pay any reasonable discount from its sale price to effect a sale. The maximum We will pay in respect of any one claim is £10,000.

We will not indemnify You in respect of

- (1) the Excess  
or
- (2) the first £500 or any such discount  
or
- (3) the first 10% of any such discount

whichever is the higher.

---

### Locks and Keys

We will indemnify You in respect of the cost of replacing the

- (1) affected locks
- (2) keys or key cards, the remote control transmitter and central locking interface
- (3) affected parts of the engine control unit, alarm and/or immobiliser

in the event of theft of the keys, key cards or remote control transmitter of the Insured Vehicle or such keys, key cards or transmitters being lost.

The maximum We will pay for all losses occurring during any one Period of Insurance is £50,000.

We will not indemnify You unless there is reasonable belief that

- (a) such keys, key cards or transmitters are in the possession of a person other than You  
and
- (b) that person will know the identity or the garaging address of the Insured Vehicle.

---

### Medical Expenses

If You or any other occupant of an Insured Vehicle suffers Bodily Injury as a direct result of the Insured Vehicle being involved in an accident, We will pay for the cost of medical expenses incurred in connection with such Bodily Injury.

The maximum amount We will pay for each person is £350.

## Asset Protection and Motor Liabilities Road Risks

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### Clauses

(continued)

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#### Misfuelling Before Damage

We will pay for

attending to the Insured Vehicle where possible to drain and clean the fuel system on site or transporting the Insured Vehicle (including the driver and up to four passengers) to the nearest garage approved by Us who will drain and clean the fuel system, if this is not possible on site.

Provided that You immediately notify Us of the incident and follow all advice given.

Any Excess will not apply to a claim which is settled under this clause.

We will not pay for

- (a) any claim arising from contamination caused other than by misfuelling
- (b) the cost of any fuel, other than up to 10 litres of the correct fuel after draining and cleaning has been carried out
- (c) any reduction in the market value of the Insured Vehicle or loss of warranty
- (d) any loss or damage to the Insured Vehicle caused by misfuelling.

Any payment made under this clause by Us will not be regarded as a claim for the purposes of the No Claims Discount clause.

Damage to the Insured Vehicle caused by misfuelling is covered subject to the terms of Part A and any Excess applicable.

For the purposes of this Clause, misfuelling means the accidental filling of the fuel tank of the Insured Vehicle, being a Private Car or Goods-carrying Vehicle not exceeding 7.5 tonnes gross vehicle weight, with inappropriate fuel for the type of engine.

In the event of misfuelling occurring in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

---

#### New Vehicle Replacement

Where the Insured Vehicle is

- (1) owned and registered by You as new (or purchased by You under a hire purchase agreement or leased or hired by You under any type of leasing or contract hire agreement)  
or
- (2) a Private Car, Motorcycle or Goods-carrying Vehicle not exceeding 7.5 tonnes Gross Vehicle Weight owned and registered by Your customer as new (or purchased by Your customer under a hire purchase agreement or leased or hired by Your customer under any type of leasing or contract hire agreement)

We will replace such Insured Vehicle with a new Vehicle of the same make and specification, subject to availability, if within 12 months of first registration it

- (a) sustains Damage in any single incident covered by this Section to an extent greater than 50% of its United Kingdom list price (including vehicle taxes) at the time of its purchase  
or
- (b) is stolen and not recovered.

Replacement is subject to the agreement of any interested hire purchase, leasing or contract hire company if applicable.

New Vehicle replacement does not apply to trailers and agricultural implements.

# Asset Protection and Motor Liabilities Road Risks

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## Clauses

(continued)

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### Vehicles in Custody of Sub-contractors

We will indemnify You in respect of Damage to an Insured Vehicle while temporarily in the custody or control of Your sub-contractor.

---

### Young and Novice Drivers – Excess

The following Excesses will apply in addition to any other Excess while the Insured Vehicle is being driven by a person who is

- |   |       |
|---|-------|
| (1) aged under 21 years                   | £300  |
| (2) aged over 21 but under 25 years       | £200  |
| (3) a Novice Driver aged 25 years or over | £200. |

For the purposes of this clause a Novice Driver means a driver who

- (a) holds a provisional licence
- or
- (b) has held a full licence for less than 12 months.

We will not indemnify You in respect of

- (1) loss of use other than as provided under Part B of this Section
  - (2) depreciation, wear and tear
  - (3)
    - (a) mechanical
    - (b) electrical
    - (c) electronic
- failure or breakdown

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

- (4) Computer and Electronic Equipment failure or malfunction
- (5) Damage to tyres caused by braking or by punctures, cuts or bursts
- (6) Damage resulting directly from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
- (7) loss of value following repair other than as provided under the Discount to Effect Sale clause
- (8) Damage arising during or in consequence of riot or civil commotion occurring
  - (a) in Northern Ireland
  - (b) outside The Territorial Limits
- (9) Damage arising from confiscation, requisition or destruction by or under order of any government or any local or public authority
- (10) the Excess.

---

## Part B - Liability Cover

---

We will indemnify The Insured against

- (1) legal liability to pay Compensation
- and
- (2) Costs and Expenses

in respect of

- (a) Bodily Injury
- (b) Damage to property

arising out of an accident caused by or in connection with the Insured Vehicle, including its loading and unloading, during the Period of Insurance and within The Territorial Limits.

# Asset Protection and Motor Liabilities Road Risks

---

## Part B - Liability Cover (continued)

The maximum We will pay is The Limit of Indemnity, however, the maximum We will pay under (b) above in respect of Damage to property is limited to £1,200,000 while the Insured Vehicle is

- (i) being used or driven at any Hazardous Location
- (ii) carrying any High Category Hazardous Goods

or such other amounts as may be necessary to meet the requirements of the Road Traffic Acts.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of persons claiming to be indemnified.

Where We are required to provide indemnity in respect of Terrorism by virtue of the Road Traffic Acts, The Limit of Indemnity in respect of Damage to property is

- (1) £5,000,000 for any one claim or all claims of a series consequent on or attributable to one original cause
- or
- (2) any greater sum as may be required by the Road Traffic Acts.

---

## Clauses

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### Contents of Customers' Vehicles

We will indemnify You in respect of Your legal liability for Damage to the contents of Your customers' vehicles while in Your custody or control.

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

- (1) £250,000 for a commercial load
- (2) £5,000 for all other contents.

We will not indemnify You in respect of loss of use of the contents of Your customers' Vehicles.

---

### Contingent Liability

We will indemnify You in respect of Your legal liability for

- (1) Bodily Injury
- (2) Damage to property

arising in connection with

- (a) any Vehicle which does not
  - (i) belong to You

nor

- (ii) is in Your custody or control

while it is being used in the course of The Business within The Territorial Limits.

- (b) an Insured Vehicle while

- (i) in the custody or control of Your subcontractor
  - (ii) hired or loaned to Your customer while the customer's Vehicle is in Your custody or control for repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment.

If however You have failed to fulfil the following condition You will lose Your right to indemnity or payment for any claim made against You.

In respect of

- (1) any Vehicle being used in connection with The Business which does not belong to You, nor is in Your custody or control
- (2) an Insured Vehicle in the custody or control of Your subcontractor or customer

You must take all reasonable measures to ensure a valid motor insurance exists for the period the Vehicle is in the custody or control of such person(s).

We will not indemnify You where indemnity is provided under any other policy.



# Asset Protection and Motor Liabilities Road Risks

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## Clauses

*(continued)*

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### Contractual Liability

We will indemnify The Insured in respect of legal liability for

- (1) Bodily Injury
- (2) Damage to property

imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

---

### 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 regardless of the number of parties claiming to be indemnified.

---

### Damage to Customers' Vehicles Being Worked Upon

We will indemnify You in respect of Your legal liability for Damage to any Vehicle not belonging to You but which is in Your custody or control (including costs and expenses incurred with Our written consent) caused by Your faulty or defective repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment.

We will not indemnify You in respect of

- (1) the cost of redoing the original repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment that gave rise to the Damage
- (2) the amount of the Excess applicable under Part A of this Section, as specified in The Schedule.

Any payment made by Us will not be regarded as a claim for the purposes of the No Claim Discount clause.

---

### Detached Trailers

We will indemnify The Insured in respect of legal liability arising from any trailer which is detached from an Insured Vehicle but only so far as is necessary by virtue of the Road Traffic Acts and provided that the insurance of such trailer is Your responsibility.

---

### Direct Right of Access

Third parties may contact Us direct in the event of an accident caused by or in connection with the Insured Vehicle, as allowed under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances We may deal with any claim, subject to the terms, conditions and exceptions of this policy.

---

### Driving Other Vehicles

We will indemnify You or any partner or director of Yours who is driving for social, domestic or pleasure purposes any motor vehicle

- (1) not owned by or in the custody or control of You in connection with The Business  
or
- (2) not owned by or hired under a hire purchase, leasing or contract hire agreement to such partner or director

provided that

- (a) indemnity is not provided under any other policy
- (b) The Limit of Indemnity will not be exceeded as a result of indemnifying more than one person.

Each indemnified person will be subject to the terms of this policy so far as they apply.

## Asset Protection and Motor Liabilities Road Risks

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### Clauses

(continued)

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#### Emergency Treatment Fees

We will pay emergency treatment fees where liability for such treatment arises under the Road Traffic Acts. Any payment made by Us will not be regarded as a claim for the purposes of the No Claim Discount clause.

---

#### Legal Costs and Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007 and Health and Safety Legislation

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against You

which arise from any health and safety inquiry or criminal proceedings for any breach of the

- (a) Health and Safety at Work etc Act 1974
- (b) Health and Safety at Work (Northern Ireland) Order 1978
- (c) Corporate Manslaughter and Corporate Homicide Act 2007.

The maximum We will pay in respect of legal fees, costs and expenses under the Health and Safety at Work etc Act 1974 and Health and Safety at Work (Northern Ireland) Order 1978 is £100,000.

We will not provide indemnity

- (i) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Territorial Limits and in connection with The Business
- (ii) unless the proceedings relate to an actual or alleged incident arising from the ownership, possession or use by or on behalf of You of any Vehicle in circumstances where compulsory insurance or security is necessary to meet the requirements of the Road Traffic Acts
- (iii) in respect of proceedings which result from any deliberate act or omission by You
- (iv) where indemnity is provided by another insurance policy.

---

#### Loss of Use of Customers' Vehicles

We will indemnify You in respect of Your legal liability for loss of use of a customer's Vehicle following Damage to such Vehicle while in Your custody or control and which is insured under Part A of this Section.

You must repair or replace the customer's Vehicle as soon as possible.

The maximum We will pay in respect of any one occurrence is £100,000.

---

#### Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim in respect of which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is £500 per day
- (2) each Employee is £250 per day.

## Asset Protection and Motor Liabilities Road Risks

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### Exceptions

*The following exceptions apply to Part B of this Section in addition to the Exceptions to Parts A and B and the Policy Exceptions at the back of this policy.*

We will not provide indemnity in respect of

- (1) Bodily Injury or Damage to property
  - (a) if The Insured is entitled to indemnity under any other policy
  - (b) caused or arising beyond the limits of any carriageway or thoroughfare in connection with
    - (i) the bringing of the load to the Insured Vehicle for loading it
    - (ii) the taking away of the load after unloading itby any person other than the driver or attendant of such Insured Vehicle
  - (c) while the Insured Vehicle is being used
    - (i) in that part of an aerodrome or airport provided for the take-off and landing of aircraft on the surface
    - (ii) on aircraft parking aprons including associated service roads and ground equipment areas
    - (iii) on those parts of passenger terminals which come within the Customs examination areaexcept so far as is necessary to meet the requirements of the Road Traffic Acts
- (2) Bodily Injury to any Employee arising out of and in the course of employment by You, except so far as is necessary to meet the requirements of the Road Traffic Acts
- (3) Damage to the Insured Vehicle other than under the Damage to Customers' Vehicles Being Worked Upon clause
- (4) Damage to property belonging to or held in trust by or in the custody or control of The Insured other than under the Contents of Customers' Vehicles clause
- (5) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance, except so far as is necessary to meet the requirements of the Road Traffic Acts

All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
- (6)
  - (a) liquidated damages
  - (b) penalty clauses
  - (c) fines
- (7) any consequence whatsoever which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event, except to the extent that We are obliged by the Road Traffic Acts to provide insurance.

# Asset Protection and Motor Liabilities Road Risks

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## Clauses to Parts A and B

*The following clauses apply to both Parts A and B of this Section.*

---

### Car Sharing

The receipt of financial contributions in respect of the carriage of passengers on a journey in a Private Car as part of a car-sharing arrangement for social or other similar purposes will not be deemed to constitute the carriage of passengers for hire or reward, provided that

- (1) passengers are not being carried in the course of a business of carrying passengers
- (2) total contributions received for the journey concerned do not involve an element of profit.

---

### Continental Use - Compulsory Insurance Requirements

Where an accident is caused by or in connection with the use of an Insured Vehicle in any country

- (1) which is a member of the European Union  
or
- (2) for which the Commission of the European Communities is satisfied that arrangements have been made to meet the requirements of EC Directive 2009/103/EC Article 8 relating to civil liabilities arising out of the use of motor vehicles  
or
- (3) for which We have issued a Green Card

We will provide the minimum indemnity required to comply with the laws relating to compulsory insurance of motor vehicles in that country or in England, Wales and Scotland, whichever is the higher.

---

### Foreign Use Extension

Where You have notified Us of intended use of the Insured Vehicle in countries outside The Territorial Limits which are members of, and comply with, the Green Card system, this Section will be extended to include those countries and transit between them, provided that We have agreed to do so and issued a Green Card which remains effective.

---

### General Average and Other Charges

We will indemnify You in respect of liability incurred for the enforced payment of

- (1) customs duty on the Insured Vehicle after its temporary importation into any country to which this Section applies
- (2) general average contributions, salvage and sue and labour charges arising during the transportation of the Insured Vehicle by sea between ports in any country to which this Section applies

as a direct result of Damage which results in a payment under Part A of this Section.

---

### No Claim Discount

If You do not make a claim under this Section, Your renewal premium will be reduced in accordance with Our scale of No Claim Discount which applies at the time.

---

### Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of motor vehicles in any territory to which this Section applies. However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

---

### Unauthorised Driving and Use

We will indemnify You while the Insured Vehicle is being driven or used other than in accordance with the terms of the Certificate of Motor Insurance without Your knowledge or consent.

---

### Unauthorised Movement

Any obstructing Vehicle driven or moved by You or on Your behalf will be deemed to be an Insured Vehicle.

For the purpose of this clause an obstructing Vehicle will be regarded as a Vehicle interfering with the loading or unloading or the legitimate passage of an Insured Vehicle.

## Asset Protection and Motor Liabilities Road Risks

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### Clauses to Parts A and B (continued)

---

### Exceptions to Parts A and B

*The following exceptions apply to both Parts A and B of this Section in addition to the Exceptions to Part A, the Exceptions to Part B, and the Policy Exceptions at the back of this policy.*

---

### Unlicensed Drivers

Any requirement of the Certificate of Motor Insurance that the person driving must hold or have held a licence to drive will be inoperative when a licence is not required by law, provided that

- (1) the person driving is of an age to drive the Insured Vehicle
- (2) the Insured Vehicle is being driven within the limitations of any relevant health and safety legislation
- (3) the terms of the Certificate of Motor Insurance are otherwise observed.

---

We will not provide indemnity

- (1) while the Insured Vehicle is
  - (a) in or on  
or
  - (b) parked and unattended within a radius of 400 metres of premises
    - (i) owned by You  
or
    - (ii) in Your occupation  
in connection with The Business  
except so far as is necessary to meet the requirements of the Road Traffic Acts  
However, exception (1) (b) will not apply if Vehicles are insured, while on such premises, under the All Risks Section of this policy.
- (2) while the Insured Vehicle is being driven or used other than in accordance with the terms of the Certificate of Motor Insurance, except in the circumstances described in the Unauthorised Driving and Use clause
- (3) if the Insured Vehicle is
  - (a) registered  
and
  - (b) being used or driven  
elsewhere than in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man, other than under the Unauthorised Movement clause
- (4) in respect of
  - (a) Damage to any property whatsoever or any loss or expense whatsoever or any consequential loss  
or
  - (b) any legal liability of any nature  
directly or indirectly caused by or contributed to by or arising from
    - (i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

## Asset Protection and Motor Liabilities Road Risks

---

### Conditions to Parts A and B

*The following conditions apply to both Parts A and B of this Section in addition to the Conditions to Part A, and the Policy Exceptions at the back of this policy.*

---

### Motor Insurance Database - Supply of Vehicle Details

You will immediately arrange for details of all relevant Insured Vehicles to be provided in electronic format to the Motor Insurance Database website in order to satisfy the requirements of the relevant law applicable to England, Wales, Scotland and Northern Ireland.

---

### Safeguarding the Vehicle against Damage

If in relation to any claim You have failed to fulfil the following conditions, You will lose Your right to indemnity or payment for that claim, except so far as is necessary to meet the requirements of the Road Traffic Acts.

You must

- (1) take all reasonable precautions to safeguard the Insured Vehicle against Damage
- (2) maintain the Insured Vehicle in a roadworthy condition.

We will have free access to examine the Insured Vehicle.

---

### Vehicle Security

If in relation to any claim for Damage to any Insured Vehicle stated in The Schedule caused by or resulting from theft or attempted theft or malicious persons you have failed to fulfil the following condition, you will lose your right to indemnity or payment for that claim.

You must ensure that whilst the Insured Vehicle(s) stated below is (are) unattended

- (1) all points of access are locked and all keys removed
- (2) all windows are closed
- (3) the alarm system and/or immobiliser and/or tracking device approved by us is
  - (a) activated and all keys removed and
  - (b) maintained and inspected in accordance with the terms and conditions of the manufacturer's and/or installing company agreement

---

### Young Driver - Private Use Restriction

We will not provide indemnity in respect of use for social, domestic and pleasure purposes by any person under 21 years of age.

In addition, we will not provide indemnity in respect of use for social domestic and pleasure purposes by any person 21-24 years whilst driving:

Any Vehicle which is

- (a) altered or adapted to give increased performance above the manufacturers' standard
- (b) 1600cc or above
- (c) Thatcham Vehicle Group 44 or above.

This Endorsement will not apply while an Insured Vehicle is being used under the terms of Additional Clause 4 (where such additional clause applies to the policy).

# Asset Protection and Motor Liabilities Road Risks

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## Conditions to Parts A and B (continued)

---

### Driving Licence Checks

If in relation to any claim You have failed to fulfill any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (1) ensure that the driving licence of any new or prospective Employee is checked and any driving licence with six penalty points or more within the last three years is disclosed to Us immediately
- (2) ensure that the driving licence of
  - (a) any director, partner or Employee of Yours who is permitted to drive
  - (b) Your Spouse and the Spouse of any director, partner or Employee of Yours who is permitted to drive
  - (c) any other person who is permitted to drive for social, domestic or pleasure purposes as stated in The Schedule is checked annually
- (3) ensure that a record of all driving licence checks is maintained and all driving licence convictions are recorded
- (4) produce the record of driving licence checks when We request You to do so
- (5) provide Us with details of all driving licences with six penalty points or more within the last three years prior to each renewal of Your policy.

---

## Additional Clauses

*The following additional clauses apply to this Section only if stated in The Schedule.*

---

### (1) Third Party Only

- (a) Part A of this Section is deleted.
- (b) The Contents of Customers' Vehicles clause and the Loss of Use of Customers' Vehicles clause under Part B of this Section are deleted.
- (c) We will not indemnify You in respect of the first £250 of any claim under the Damage to Customers' Vehicles Being Worked Upon clause to Part B of this Section.

---

### (2) Third Party Fire and Theft

- (a) Part A of this Section  
and
- (b) the Contents of Customers' Vehicles clause and the Loss of Use of Customers' Vehicles clause under Part B of this Section

will apply only in respect of Damage caused by fire, self-ignition, lightning, explosion, theft, attempted theft or taking the Insured Vehicle without Your consent.

The Medical Expenses Clause under Part A of this section is deleted.

---

### (3) Private Hire

We will provide indemnity while the Insured Vehicle is being used for Private Hire, provided it has no more than nine seats (seven in Northern Ireland) including the driver's seat.

---

### (4) Vehicles Hired or Loaned to Customers

Where the Insured Vehicle has been hired or loaned to Your customer We will provide indemnity while it is being used for

- (a) Your customer's business
  - (b) social, domestic and pleasure purposes with Your customer's consent
- provided that the customer's vehicle is in Your custody or control for repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment.

## Asset Protection and Motor Liabilities Road Risks

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### Additional Clauses (continued)

For the purposes of Part B of this Section Your customer or any person driving on the order or permission of Your customer will be deemed to be The Insured, provided such customer or person is not entitled to indemnity under any other policy.

---

#### (5) Damage to Windscreen and Windows

Where the only Damage which the Insured Vehicle sustains is breakage of glass in the windscreen or in the windows, and any incidental scratching of bodywork, the Excess will

- (a) be £150 where the claim relates to the replacement of the glass
- (b) not apply where the claim relates to the repair of the glass.

Any payment made by Us will not be regarded as a claim for the purposes of the No Claim Discount clause.

---

#### (6) Goods-carrying Vehicle used for Hire or Reward

The Insured Vehicle includes any Goods-carrying Vehicle specified by registration mark in The Schedule while it is being used for the carriage of goods for hire or reward.

---

#### (7) Private Use

We will provide indemnity while the Insured Vehicle is being used, with Your permission, by any person specified in The Schedule for social, domestic and pleasure purposes provided it is not hired to such person.

For the purposes of Part B of this Section the person(s) specified in The Schedule will be deemed to be The Insured.

---

### Part C - Motor Legal Protection

Claims under Part C of this Section are administered by LIM on Our behalf.



# Asset Protection and Motor Liabilities Road Risks

## Definitions

*The following definitions apply to Part C of this Section in addition to the Policy Definitions at the front of this policy, and the definitions at the front of this Section.*

<b>Appointed Representative</b>	The lawyer or other suitably qualified person appointed by LIM to act on behalf of The Insured.
<b>Legal Costs</b>	<div><div>(1) All reasonable and necessary legal costs charged by the Appointed Representative and agreed by Us.</div><div>(2) Legal costs which We have agreed to or authorised and which The Insured has been ordered to pay by a court or other body.</div></div>
<b>LIM</b>	<b>Legal Insurance Management (LIM), 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF who administer the claims under Part C of this Section on Our behalf.</b>
<b>Prospects of Success</b>	<div>In respect of all claims, it is always more likely than not that The Insured will</div> <div><div>(1) recover damages or obtain any other legal remedy to which We have agreed</div><div>(2) make a successful defence</div><div>(3) make a successful appeal or defence of an appeal.</div></div> <div>Prospects of Success will be assessed by LIM or an Appointed Representative on Our behalf.</div>

## Asset Protection and Motor Liabilities Road Risks

---

### Cover

We will indemnify The Insured in respect of Legal Costs incurred for

- (1) recovery of The Insured's uninsured losses as a result of an accident involving an Insured Vehicle which causes
  - (a) Damage to an Insured Vehicle or to any personal belongings in or on it
  - (b) death or bodily injury to The Insured while travelling in, or getting into or out of, an Insured Vehicle
- (2) defence of The Insured's legal rights if they have committed any offence under the Road Traffic Acts while using an Insured Vehicle and which is not covered under Part B of this Section
- (3) representation of The Insured on a guilty plea in respect of any offence committed under the Road Traffic Acts if a conviction would result in The Insured being disqualified or suspended from driving

provided that

- (i) the incident occurs within the Territorial Limits and during the Period of Insurance
- (ii) any legal proceedings, will be dealt with by a court or other body within The Territorial Limits
- (iii) Prospects of Success exist for the duration of the claim
- (iv) any appeal, or defence of an appeal, has been reported to Us or LIM at least 10 working days prior to the deadline for any appeal
- (v) the maximum We will pay for The Insured's Legal Costs for any one person in respect of any or all claims arising out of the same cause is
  - £100,000 in respect of (1) above
  - and
  - £10,000 in respect of (2) and (3) above.

---

### Exceptions

*The following exceptions apply to Part C of this Section in addition to the Policy Exceptions at the back of this policy.*

We will not provide indemnity in respect of

- (1) any claim if The Insured does not observe the terms and conditions of this policy
- (2) any claim if The Insured can claim under any other policy
- (3) any Legal Costs incurred prior to Our written acceptance of a claim
- (4) any legal action The Insured takes to which LIM have not agreed or where The Insured does anything to hinder LIM or the Appointed Representative
- (5) any fines, penalties compensation or damages which The Insured is ordered to pay by a court or other authority
- (6) any claim deliberately or intentionally caused by The Insured
- (7) any prosecution relating to The Insured's alleged dishonesty or violent conduct
- (8) any prosecution resulting from drink or drug related offences or parking offences
- (9) a dispute with Us in respect of the policy terms, exceptions and conditions other than as catered for in the Complaints Procedure or Policy Condition (2)
- (10) an application for judicial review
- (11) any claim relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.

# Asset Protection and Motor Liabilities Road Risks

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## Conditions

*The following conditions apply to Part C of this Section in addition to the Policy Conditions at the back of this policy.*

---

### (1) Claims - Your Duty

The Insured must report an incident to LIM as soon as possible and, in any event, no later than 180 days after the date The Insured knew, or should have known, about the incident.

---

### (2) Claims - Legal Representation

- (a) On receipt of a claim, if appropriate, LIM will appoint an Appointed Representative.
- (b) If it is necessary to start court proceedings, or there is a conflict of interest, The Insured is free to nominate an alternative Appointed Representative by sending the name and address of the suitably qualified person to LIM.
- (c) If LIM do not agree to The Insured's choice of Appointed Representative, The Insured may choose another suitably qualified person.
- (d) If there is still a disagreement with regard to the Appointed Representative, LIM will ask the president of the relevant national Law Society to choose a suitably qualified person to represent The Insured.

We and The Insured must accept such choice.

- (e) In all other circumstances, We will be free to choose an Appointed Representative.
- (f) An Appointed Representative will be appointed by LIM and represent The Insured according to Our standard terms of appointment.

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### (3) Claims - Rights and Obligations

- (a) LIM will have direct access to the Appointed Representative who can provide Us or LIM with any information or opinion on The Insured's claim.
- (b) The Insured must co-operate fully with LIM and the Appointed Representative and must keep LIM up-to-date with the progress of the claim.
- (c) At the request of LIM, The Insured must give the Appointed Representative any instructions required.
- (d) The Insured must notify LIM immediately if anyone offers to settle a claim or makes a payment into court.
- (e) If The Insured does not accept the recommendation of the Appointed Representative to accept a reasonable offer, or payment into court, to settle a claim, We may refuse to pay further Legal Costs.
- (f) No agreement to settle on the basis of both parties paying their own costs is to be made without the prior approval of LIM.

---

### (4) Discontinuance of a Claim

If The Insured

- (a) settles a claim, or withdraws a claim, without the prior agreement of LIM  
or
- (b) does not give suitable instructions to the Appointed Representative  
or
- (c) dismisses an Appointed Representative without the prior consent of LIM

the cover We provide will end immediately and We will be entitled to re-claim any Legal Costs We have incurred.

---

### (5) Recoveries

The Insured must take every available step to recover Legal Costs that We have to pay and must pay Us any Legal Costs that are recovered.

## Asset Protection and Motor Liabilities Road Risks

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### General Information

We will give You confidential advice over the telephone on any personal legal matter in relation to the use of an Insured Vehicle.

We will tell You what Your legal rights are, what course of action is available to You and whether these can be best implemented by You or whether You need to consult with a lawyer.

There are no consultation fees and lines are open 24 hours a day, 365 days a year.

For confidential legal advice

Call us on **0845 300 5036**

Please have Your policy number to hand as this will be requested when You call.

Please note that this number is for legal advice only and not the number to report a claim.

If You want to report an incident or make a Motor Legal Protection claim under Your policy

Call us free on **0844 891 1111**.

# Legal Liabilities

## Employers' Liability

### Definitions

*The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

<b>Bodily Injury</b>	Bodily injury including death, illness, disease or nervous shock.
<b>Compensation</b>	Damages, including interest.
<b>Costs and Expenses</b>	<p>(1) Fees for The Insured's legal representation at</p> <p>(a) any Coroner's Inquest or Fatal Accident Inquiry</p> <p>(b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty</p> <p>(2) costs and expenses incurred with Our written consent</p> <p>(3) Any claimant's legal costs for which The Insured is legally liable</p> <p>in connection with any event which is or may be the subject of indemnity under this Section.</p>
<b>Terrorism</b>	<p>Any act or acts including but not limited to</p> <p>(1) the use or threat of force and/or violence and/or</p> <p>(2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means</p> <p>caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.</p>
<b>The Defined Territories</b>	Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, or offshore installations within the Continental Shelf around such territories.
<b>The Insured</b>	<p>(1) You.</p> <p>(2) Your personal representatives in respect of legal liability You incur.</p> <p>(3) At Your request</p> <p>(a) any director, partner or Employee of Yours</p> <p>(b) the officers, committees and members of Your</p> <p>(i) canteen, social, sports, educational and welfare organisations</p> <p>(ii) first aid, fire, security and ambulance services</p> <p>in their respective capacities as such</p> <p>(c) any principal for whom You are carrying out a contract to the extent required by the contract conditions</p>

# Legal Liabilities

## Employers' Liability

---

### Definitions

*(continued)*

(d) those who hire plant to You to the extent required by the hiring conditions or the personal representative of any of these persons in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

---

#### The Limit of Indemnity

The maximum amount, stated in The Schedule, including Costs and Expenses, which We will pay in respect of any one claim or series of claims against The Insured arising out of one cause.

---

#### The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

We will not provide indemnity in respect of Bodily Injury to any Employee engaged by You outside The Defined Territories for the purpose of work by any such Employee outside The Defined Territories.

---

### Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation and

- (2) Costs and Expenses

in respect of Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in The Business within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity.

---

### Clauses

*The following clauses apply to this Section.*

---

#### Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises.
- (2) upkeep of vehicles and plant which are owned and used by You.
- (3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (4) Your first aid, fire, security and ambulance services.
- (5) Your participation in exhibitions.
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.

# Legal Liabilities Employers' Liability

---

## Clauses

*(continued)*

---

### Contractual Liability

We will indemnify The Insured in respect of liability for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

---

### 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 regardless of the number of parties claiming to be indemnified.

---

### Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals.
- (2) costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You.
  - (b) relate to any person other than an Employee.
- (3) in respect of any
  - (a) fines.
  - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

---

### Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during The Period of Insurance within The Defined Territories and in connection with The Business.

# Legal Liabilities

## Employers' Liability

---

### Clauses

(continued)

- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You.
  - (b) relate to the health and safety of any person other than an Employee.
- (3) where indemnity is provided by another insurance policy.

---

### Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

---

### Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is £500 per day.
- (2) each Employee is £250 per day.

---

### Unsatisfied Court Judgments

We will, at Your request, pay any Employee or his or her personal representative, the amount of damages and costs awarded to such person as a result of a judgment which has been obtained for Bodily Injury against any company registered in or any individual domiciled in The Defined Territories and which remain unpaid six months after the date of such judgment.

Payment will only be made where

- (1) the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in The Business.
- (2) the judgment was obtained in a court within The Defined Territories.
- (3) there is no appeal outstanding to the judgment.
- (4) the Employee, or his or her personal representative, assigns the judgment debt to Us.

---

### Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

---

We will not provide indemnity in respect of

- (1) work in or on and travel to, from or within any offshore
  - (a) accommodation, exploration, drilling or production rig or platform.
  - (b) support vessel.
- (2) Bodily Injury sustained by any Employee when such person is
  - (a) carried in or upon a vehicle
  - (b) entering or getting on to, or alighting from, a vehiclewhere any road traffic legislation requires insurance or security.



## Legal Liabilities Employers' Liability

### Exceptions (continued)

- (3)
  - (a) liquidated damages.
  - (b) penalty clauses.
  - (c) fines.
  - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (4) any activity arising out of the organisation or sponsorship of, or participation in, any motor
  - (a) competition
  - (b) trial
  - (c) performance test
  - (d) race
  - (e) trial of speedwhether between vehicles or otherwise and irrespective of whether this takes place on any circuit or track.
- (5) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) Terrorism
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision - Terrorism** below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (5)(a) and/or (5)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

#### **Special Provision - Terrorism**

Subject otherwise to the terms of the policy

Neither of the exclusions in (5)(a) and (5)(b) above shall apply to the Employers' Liability Section but the Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to £5,000,000 including Costs and Expenses.

# Legal Liabilities Public and Products Liability

## Definitions

*The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

<b>Asbestos</b>	Asbestos, asbestos fibres or any derivatives of asbestos.
<b>Bodily Injury</b>	Bodily injury including death, illness, disease or nervous shock.
<b>Compensation</b>	Damages, including interest.
<b>Costs and Expenses</b>	<p>(1) Fees for The Insured's legal representation at</p> <p>(a) any Coroner's Inquest or Fatal Accident Inquiry</p> <p>(b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty</p> <p>(2) Costs and expenses incurred with Our written consent</p> <p>(3) Any claimant's legal costs for which The Insured is legally liable</p> <p>in connection with any event which is or may be the subject of indemnity under this Section.</p>
<b>Damage</b>	<p>Physical</p> <p>(1) loss.</p> <p>(2) destruction.</p> <p>(3) damage.</p>
<b>Excess</b>	The first amount of Compensation, Costs and Expenses payable in respect of each and every event of accidental Damage to Property, which will be Your responsibility.
<b>Financial Loss</b>	A pecuniary loss suffered by a purchaser or user of Products Supplied and not caused by Personal Injury or Damage to Property.
<b>Personal Injury</b>	<p>(1) Bodily Injury.</p> <p>(2) Wrongful</p> <p>(a) arrest, detention or imprisonment.</p> <p>(b) eviction.</p> <p>(c) accusation of shoplifting.</p>
<b>Pollution or Contamination</b>	<p>(1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and</p> <p>(2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.</p>
<b>Products Supplied</b>	<p>Anything which is</p> <p>(1) sold, supplied, processed, altered or treated</p> <p>(2) repaired, serviced, cleaned, maintained, inspected or tested</p> <p>(3) installed, constructed, erected or transported</p> <p>by You or on Your behalf and which is no longer in the custody or control of The Insured.</p>
<b>Property</b>	Material property.

# Legal Liabilities Public and Products Liability

## Definitions (continued)

### Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

### The Defined Territories

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.

### The Insured

- (1) You.
- (2) Your personal representatives in respect of legal liability You incur.
- (3) At Your request
  - (a) any director, partner or Employee of Yours
  - (b) the officers, committees and members of Your
    - (i) canteen, social, sports, educational and welfare organisations
    - (ii) first aid, fire, security and ambulance servicesin their respective capacities as such
  - (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
  - (d) those who hire plant to You to the extent required by the hiring conditionsor the personal representatives of any of these persons  
in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

# Legal Liabilities Public and Products Liability

---

## Definitions (continued)

---

### The Limit of Indemnity

The maximum amount, stated in The Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.

In respect of Pollution or Contamination The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

---

### The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

---

## Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation
- and

- (2) Costs and Expenses

in respect of accidental

- (a) Personal Injury
- (b) Damage to Property
- (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses.

However, in respect of any claim brought in

- (1) the United States of America or any territory within its jurisdiction
- (2) Canada

the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

---

## Clauses

*The following clauses apply to this Section.*

---

### Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises
- (2) upkeep of vehicles and plant which are owned and used by You
- (3) Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (4) Your first aid, fire, security and ambulance services
- (5) Your participation in exhibitions
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee.

# Legal Liabilities Public and Products Liability

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## Clauses (continued)

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### Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which result from any deliberate act or omission by You.
- (3) where indemnity is provided by another insurance policy.

---

### Contractual Liability

We will indemnify The Insured in respect of accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

---

### 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 regardless of the number of parties claiming to be indemnified.

---

### Data Protection

We will indemnify The Insured in respect of

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual, the subject of personal data The Insured holds and who suffers material or non-material damage caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data

arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The maximum We will pay for all claims happening during any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

- (1)
  - (a) Personal Injury other than as provided by this clause
  - (b) Damage to Property
  - (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
  - (d) libel, slander or defamation.

## Legal Liabilities Public and Products Liability

---

### Clauses (continued)

- (2) consequential losses.
- (3) liability as a result of You having authorised the destruction or disclosure of the data or which could reasonably have been expected to arise as a result of any other deliberate act or omission by You.
- (4) liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages.
- (5) liability under any penalty clause or any fine or statutory payment.
- (6) legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements.
- (7) proceedings relating to Compensation for any Employee if the Employers' Liability Section of this policy is not in force.

---

### Defective Premises

We will indemnify The Insured in respect of legal liability for accidental Bodily Injury or Damage to Property arising under

- (1) the Defective Premises Act 1972
- (2) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.

---

### Employees' and Visitors' Personal Belongings

We will indemnify The Insured in respect of legal liability for accidental Damage to Employees' and visitors' vehicles and personal belongings which are in the custody or control of The Insured.

We will not provide indemnity where this Property is

- (1) loaned, leased, hired or rented to The Insured
- (2) stored for a fee or other consideration by The Insured
- (3) in the custody or control of The Insured for the purposes of being worked upon.

## Legal Liabilities Public and Products Liability

---

### Clauses (continued)

---

#### Financial Loss – Products Supplied

We will indemnify The Insured in respect of legal liability for Financial Loss which happens during the Period of Insurance as a result of Products Supplied not being of merchantable quality nor fit for the intended purpose.

The maximum amount, including Costs and Expenses, which We will pay in respect of all Financial Loss happening during any one Period of Insurance is £250,000.

We will not provide indemnity in respect of 10% of each and every claim for Financial Loss, subject to a maximum of £5,000, other than arising from the sale of new Vehicles.

---

#### Hired or Rented Premises

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (including fixtures and fittings) within The Defined Territories which are hired, rented or loaned to The Insured in connection with The Business.

We will not provide indemnity in respect of

- (1) the first £250 of Compensation, Costs and Expenses in respect of such damage caused other than by fire or explosion
- (2) liability imposed on The Insured solely by reason of the terms of any hiring or renting agreement
- (3) Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by The Insured.

---

#### Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You.
  - (b) relate to any Employee.
- (3) in respect of any
  - (a) fines
  - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

# Legal Liabilities Public and Products Liability

---

## Clauses (continued)

---

### Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You.
  - (b) relate to the health and safety of any Employee.
- (3) where indemnity is provided by another insurance policy.

---

### Overseas Personal Liability

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also indemnify any accompanying spouse and children.

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories.

We will not provide indemnity

- (1) where liability arises from
  - (a) any agreement unless liability would have existed otherwise.
  - (b) ownership or occupation of land or buildings.
  - (c) the carrying on of any trade or profession.
  - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft.
- (2) where indemnity is provided by another insurance policy.

---

### Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- |                                      |               |
|--------------------------------------|---------------|
| (1) You, each director or partner is | £500 per day. |
| (2) each Employee is                 | £250 per day. |



## Legal Liabilities Public and Products Liability

### Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business.
- (2) any activity arising out of the organisation or sponsorship of, or participation in, any motor
  - (a) competition
  - (b) trial
  - (c) performance test
  - (d) race
  - (e) trial of speedwhether between vehicles or otherwise and irrespective of whether this takes place on any circuit track.
- (3) the ownership, possession or use by or on behalf of The Insured of any
  - (a) aircraft, aerial device or hovercraft
  - (b) watercraft exceeding eight metres in length
  - (c) Vehicle in circumstances where compulsory insurance or security is required by any road traffic legislation.
- (4) Damage to Property
  - (a) which You own or is loaned, leased, hired or rented to The Insured
  - (b) which is held in trust or in the custody or control of
    - (i) The Insured
    - (ii) any other party who is carrying out work on Your behalfother than in the circumstances described in the Hired or Rented Premises Clause, and the Employees' and Visitors' Personal Belongings Clause
  - (c) which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.
- (5) the cost incurred by anyone in respect of
  - (a) repairing, removing, replacing, reapplying, rectifying or reinstating Products Supplied, other than
    - (i) Vehicles sold or supplied by You
    - (ii) Damage to Vehicles directly resulting from work undertaken by You or on Your behalf
    - (iii) Products Supplied under a separate contract
  - (b) rectifying or redoing the original repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment.
- (6) Damage to that part of any Property on which You, or any persons acting on Your behalf, are or have been working and which arises directly from such work.
- (7) recalling or making refunds in respect of Products Supplied.

## Legal Liabilities Public and Products Liability

### Exceptions (continued)

- (8) Products Supplied which The Insured knew, know or could be expected to know would be used within
  - (a) the United States of America or any territory within its jurisdiction
  - (b) Canada.
- (9) advice, instruction, consultancy, design, formula, specification performed or provided separately for a fee or under a separate contract.
- (10) any activity conducted by You or on Your behalf which is regulated by the Financial Conduct Authority.
- (11) (a) the carrying out of any work
  - (b) any Products Supplied which affects or could affect
    - (i) the navigation, propulsion or safety of any aircraft or other aerial device
    - (ii) the safety or operation of nuclear installations.
- (12) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.  
  
All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
- (13) (a) work in or on and travel to, from or within
  - (b) Products Supplied to any offshore
    - (i) accommodation, exploration, drilling or production rig or platform
    - (ii) support vessel.
- (14) (a) liquidated damages
  - (b) penalty clauses
  - (c) fines
  - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (15) liability imposed on You solely by reason of the terms of any
  - (a) contract conditions or agreement
  - (b) express guarantee, warranty or indemnity given or accepted by You in connection with Products Supplied.
- (16) (a) exposure to
  - (b) inhalation of
  - (c) fears of the consequences of exposure to or inhalation of
  - (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of Asbestos including any product containing Asbestos.

## Legal Liabilities Public and Products Liability

### Exceptions (continued)

(17) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

(a) Terrorism

(b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision - Terrorism** below.

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (17)(a) and/or (17)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section will be upon You.]

#### **Special Provision - Terrorism**

Subject otherwise to the terms of the policy

Neither of the exclusions in (17)(a) and (17)(b) above will apply to the Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to

(a) £5,000,000 in respect of any one event or all events consequent on or attributable to one original cause

(b) £5,000,000 in respect of all events happening in any one Period of Insurance in respect of Products Supplied

or any other amount specified in the policy for Public and/or Products Liability whichever is the lower.

(18) any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with

(a) Virus or Similar Mechanism

(b) Denial of Service Attack

(c) unauthorised access to or use of Computer and Electronic Equipment.

However We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded.

(19) any reduction in value consequent upon Damage to any Vehicle.

(20) the Excess.

# Legal Liabilities Public and Products Liability

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## Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

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## Pre-sale Inspection

If in relation to any claim for Products Supplied You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that every Vehicle sold by You is inspected by a competent motor engineer and any faults found are rectified prior to its sale.

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## Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

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## Use of Heat

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that the following precautions are taken each time any

- (1) electric, oxy-acetylene or similar welding or cutting equipment
- (2) cutting or grinding equipment using abrasive disks or wheels
- (3) blow lamp, blow torch, hot air gun or hot air stripper
- (4) asphalt, bitumen, tar or pitch heater

is used away from premises which You own, hire or rent.

Where You and any other person(s) for whom You are responsible are working at a site, a responsible person must be appointed for fire safety to ensure the following precautions are taken.

### Before starting work

- (1) Fire safety checks to identify material that might be liable to catch fire must be carried out before work commences, including the areas
  - (a) under floors or decks or above ceilings (including false or suspended ceilings)
  - (b) behind walls, screens, bulkheads or partitionsand such checks must be repeated regularly while work is in progress and immediate steps taken to extinguish smouldering or flames detected.

- (2) Combustible materials within 10 metres of the point of application of heat, including, if there is a risk of ignition directly or by conduction, materials
  - (a) under floors or decks or above ceilings (including false or suspended ceilings)
  - (b) behind walls, screens, bulkheads or partitionsmust be removed.

Where this is impracticable, combustible materials within

- (i) the immediate vicinity when using any blow lamp, blow torch, hot air gun or hot air stripper
  - (ii) 10 metres when using any
    - electric, oxy-acetylene or similar welding or cutting equipment
    - cutting or grinding equipment using abrasive disks or wheels
    - asphalt, bitumen, tar or pitch heatermust be covered and protected by overlapping sheets of non-combustible material.
- (3) All gaps or holes through which sparks or flames could pass must be covered by non-combustible material.

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### Conditions (continued)

#### While work is in progress

- (1) A sufficient number of portable fire extinguishers in full working order and suitable for dealing with the type of fire risk expected must be kept available at the point of application of heat and used immediately smoke, smouldering or flames are detected.
- (2) Heat equipment
  - (a) must not be
    - (i) lit until immediately before use
    - (ii) left unattended while lit, switched on or hot
  - (b) must be extinguished immediately after use.
- (3) Cylinders
  - (a) must not be changed while the equipment is hot
  - (b) not in use must be kept at least 15 metres from the burner.
- (4) Paraffin or petrol-powered equipment
  - (a) must be filled/refilled in the open
  - (b) must not be filled/refilled while hot.
- (5) Asphalt, bitumen, tar or pitch
  - (a) must only be heated in the open  
and
  - (b) must be in a container designed for that purpose, placed on a non-combustible surface at ground level.

#### After finishing work

- (1) Hot waste materials and welding rods must be removed and safely disposed of.
- (2) A final fire safety check must be carried out between 30 and 60 minutes after work has finished and immediate steps taken to extinguish smouldering or flames detected.

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## Claims and helpline

As soon as You are aware of an incident, You should get legal advice from the legal helpline on **0345 300 1899** without delay. Please have Your policy number to hand.

If You think that You might need to claim, contact the helpline on **0345 300 1899** and request a claim form. We can only proceed with Your claim once We have received details of the incident in writing. A claim form is available to download at **[www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection)**.

Our claims handling is undertaken by DAS Legal Expenses Insurance Company Limited or such other company as We notify You of from time to time.

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## Definitions

*The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

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<b>Appointed Representative</b>	The lawyer, accountant or other suitably qualified person, who has been appointed by Us to act on behalf of an Insured Person.
<b>Aspect Enquiry</b>	An examination by HM Revenue and Customs which considers one or more specific aspects of Your self-assessment and/or corporation tax return.
<b>Attendance Expenses</b>	<ul style="list-style-type: none"><li>(1) The salary or wages of the Insured Person for the time they are off work<ul style="list-style-type: none"><li>(a) to attend any arbitration, court or tribunal hearing at Our request</li><li>(b) as a defendant or while attending jury service.</li></ul></li><li>(2) We will pay for each half or whole day that the<ul style="list-style-type: none"><li>(a) court</li><li>(b) tribunal</li><li>(c) employer of the Insured Person</li></ul>will not pay for.</li><li>(3) The amount We will pay is based on the following<ul style="list-style-type: none"><li>(a) the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours.</li><li>(b) if the Insured Person<ul style="list-style-type: none"><li>(i) works full time, the salary or wages for each whole day equals 1/250th of the annual salary or wages of the Insured Person.</li><li>(ii) works part-time, the salary or wages will be a proportion of the weekly salary or wages of the Insured Person.</li></ul></li></ul></li></ul>
<b>Costs and Expenses</b>	<ul style="list-style-type: none"><li>(1) All reasonable and necessary legal and accountancy costs charged by the Appointed Representative and agreed by Us.</li><li>(2) Legal costs which an Insured Person has been ordered to pay by a court or other body which We have agreed to authorise.</li></ul>

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# Legal Liabilities Commercial Legal Protection

## Definitions (continued)

### Date of Occurrence

- (1) In all civil cases, when the cause of action accrued (other than Contingencies 4A, 4B or 4C - Tax).
- (2) In all criminal cases, when the Insured Person first broke or is alleged to have first broken the criminal law in question.
- (3) Full Enquiries, Aspect Enquiries or Intervention Enquiries, when HM Revenue and Customs first notifies in writing the intention to make enquiries.
- (4) Employers Compliance and Value Added Tax disputes, when HM Revenue and Customs sends an assessment or written decision to You.
- (5) Licence or Registration Appeals, when You were first notified of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel Your licence or British Standard Certificate of Registration.

### Full Enquiry

An extensive examination by HM Revenue and Customs which considers all aspects of Your tax affairs, excluding those enquiries which are limited to one or more specific aspects of Your self-assessment and/or corporation tax return.

### Insured Person

- (1) You
- (2) any director of Yours, or partner, or proprietor of The Business
- (3) any employee of Yours under a contract of employment with You
- (4) any other person agreed with Us.

### Intervention Enquiry

An examination by HM Revenue and Customs to measure the level of compliance in Your financial accounting records to highlight areas where errors have or may occur.

### Legal Proceedings

Legal proceedings for

- (1) the pursuit or defence of a claim for damages
- (2) the defence of a criminal prosecution
- (3) appeal proceedings
- (4) specific performance or injunction

dealt with by negotiation or in a court of law, tribunal or arbitration or any other body which We have agreed to or authorised.

### Limit of Indemnity

The maximum amount stated in The Schedule which We will pay for Costs and Expenses in respect of any or all claims arising out of one originating cause in connection with The Business stated in The Schedule.

# Legal Liabilities Commercial Legal Protection

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## Definitions (continued)

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### Prospects of Success

In respect of all civil cases, it is always more likely than not that an Insured Person will

- (1) recover damages or obtain any other legal remedy which We have agreed to
- (2) make a successful defence
- (3) make a successful appeal or defence of an appeal.

Prospects of success will be assessed by Us or an Appointed Representative on Our behalf.

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### Territorial Limits

For Contingencies 2 Legal Defence (other than Contingency 2E) and 3B Bodily Injury

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).

For all other Contingencies

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

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## Cover

We will indemnify You or an Insured Person where specified for any Costs and Expenses and Attendance Expenses incurred in respect of Legal Proceedings following the occurrence of a Contingency stated as applying in The Schedule provided that

- (1) the Contingency occurs within the Territorial Limits and the Date of Occurrence is within the Period of Insurance
- (2) any Legal Proceedings take place within the Territorial Limits
- (3) Prospects of Success exist for the duration of the claim
- (4) in respect of any appeal or defence of an appeal, it has been reported to Us at least 10 working days prior to the deadline for any appeal
- (5) the maximum We will pay is the Limit of Indemnity
- (6) You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.



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## Contingencies

### 1A Employment Disputes

We will defend You

- (1) prior to the issue of Legal Proceedings following the dismissal of an Insured Person
- (2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme
- (3) in Legal Proceedings in respect of any dispute with
  - (a) an Insured Person
  - (b) a former Insured Person
  - (c) a trade union acting on behalf of an Insured Person or a former Insured Person

which arises out of, or relates to, a contract of employment with You

- (4) in Legal Proceedings in respect of any dispute with
  - (a) an Insured Person
  - (b) a former Insured Person
  - (c) a prospective Insured Person

arising from an alleged breach of their statutory rights under employment legislation.

We will not provide indemnity for any claim in respect of damages for personal injury or loss of or physical damage to material property.

---

### 1B Compensation Awards

We will pay

- (1) any basic and compensatory award
- (2) an order for compensation following a breach of Your statutory duties under employment legislation

which You are ordered to pay by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and approved by Us in writing in respect of a claim We have accepted under Contingency 1A – Employment Disputes.

The maximum amount We will pay in respect of compensation awards in any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

- (1) non payment of money due under the relevant contract of employment or related statutory provision
- (2) any compensation award related to
  - (a) trade union activities, trade union membership or non-membership
  - (b) health & safety related dismissals brought under section 44 of the Employment Rights Act 1996
  - (c) statutory rights in relation to trustees of occupational pension schemes
  - (d) statutory rights in relation to Sunday shop and betting work
- (3) any award ordered as a result of a breach of National Minimum Wage laws
- (4) any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made including non-compliance with a reinstatement order or re-engagement order.

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## Contingencies (continued)

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### Conditions to Contingency 1B

If in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

(1) Performance and/or conduct

In cases relating to performance and/or conduct of an Insured Person, or former Insured Person You must, throughout the dispute, have either

(a) followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service

or

(b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland

or

(c) sought and followed the advice from Our 24 hour legal helpline (**0345 300 1899**).

(2) Unlawful Discrimination

In respect of an order of compensation following a breach of Your statutory duties under discrimination legislation You must have at all times sought and followed the advice of Our 24 hour legal helpline since the date You knew or should have known about the employment dispute.

(3) Redundancy

In respect of any compensation award for

(a) redundancy

(b) alleged redundancy

(c) unfair selection for redundancy

You must have sought and followed the advice of Our 24 hour legal helpline prior to serving notice of dismissal (**0345 300 1899**).

---

### 1C Service Occupancy

We will negotiate for Your legal rights against an Insured Person or former Insured Person to recover possession of premises owned by You, or for which You are responsible.

We will not indemnify You in respect of any claim relating to defending Your legal rights other than defending a counter claim.

---

## 2 Legal Defence

### 2A Criminal Prosecution

We will defend an Insured Person

(1) prior to the issue of Legal Proceedings when dealing with the

(a) Police

and/or

(b) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer

where it is alleged the Insured Person has or may have committed a criminal offence

(2) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction

provided that in respect of proceedings under the Health and Safety at Work etc Act 1974, the Territorial Limits shall be all territories in which the Act applies.

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## Contingencies (continued)

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We will not provide indemnity in respect of any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

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### 2B Data Protection

We will

- (1) (a) defend the legal rights of an Insured Person following civil action taken against the Insured Person for compensation
- (b) also pay any compensation award made against the Insured Person

under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing,

provided that You are registered with the Information Commissioner at the time of the incident giving rise to the action.

- (2) represent You in appealing against the refusal of the Information Commissioner to register Your application for registration.

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### 2C Wrongful Arrest

We will defend Your legal rights following civil action taken against You for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.

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### 2D Employee Civil Legal Defence

At Your request We will defend the legal rights of an Insured Person (other than You) if

- (1) an event arising from their work as an Insured Person leads to civil action being taken against them under legislation for unlawful discrimination
- (2) civil action is being taken against them as a trustee of a pension fund set up for the benefit of Your employees.

---

### 2E Statutory Notice

At Your request We will represent the Insured Person in appealing against the imposition or terms of Statutory Notice issued under legislation affecting Your business.

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### 2F Jury Service

We will pay the Attendance Expenses of an Insured Person for jury service.

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### 2G Disciplinary Hearings

We will represent an Insured Person at a disciplinary hearing that they are required to attend by a regulatory authority or professional body as a result of a complaint being brought against them.

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## Contingencies (continued)

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### 3A Property Protection

We will represent You in any Legal Proceedings for civil action relating to material property which is owned by You, or for which You are responsible, following

- (1) any event which causes or could cause physical damage or loss to such material property
- (2) any nuisance or trespass including the eviction of squatters or any person occupying premises owned by You for which You are responsible.

We will not indemnify You in respect of any claim relating to

- (1) a contract entered into by You
- (2) tenancy disputes
- (3) goods
  - (a) in transit
  - (b) lent or hired out
  - (c) at premises You do not occupy unless for
    - (i) installation
    - or
    - (ii) use in work to be carried out by You
- (4) mining subsidence
- (5) a motor vehicle whilst being driven by an Insured Person.

---

### 3B Bodily Injury

We will pursue the legal rights of an Insured Person and their family members, if they are accompanying an Insured Person, following an event which causes the death of, or bodily injury to them.

We will not provide indemnity in respect of any claim relating to

- (1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
- (2) defending the legal rights of an Insured Person or their family members other than defending a counter claim
- (3) a motor vehicle whilst being driven by an Insured Person or a family member.

---

### 4A Tax Protection

We will represent You and negotiate on Your behalf in any appeal proceedings in respect of a Full Enquiry and/or Aspect Enquiry and/or Intervention Enquiry carried out by HM Revenue and Customs.

The maximum amount We will pay for Aspect Enquiries and/or Intervention Enquiries in respect of any one claim is £5,000.

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## Contingencies (continued)

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### 4B Employers' Compliance

We will represent You in any appeal proceedings in respect of a dispute concerning Your compliance with

(1) Pay as You Earn

or

(2) Social Security Regulations

following a review by HM Revenue and Customs.

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### 4C VAT Disputes

We will represent You in any appeal proceedings following an assessment by HM Revenue and Customs in respect of value added tax due.

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### Condition to Contingencies 4A, 4B and 4C

If in relation to any claim You have failed to fulfil the following condition You will lose Your right to indemnity or payment for that claim.

#### Reasonable Care

You must have taken reasonable care to ensure that all returns are complete and correct and such returns are submitted within the statutory time limits allowed.

We will not provide indemnity

- (1) in respect of any claim caused by Your failure to register for value added tax
- (2) in respect of any claim arising from any investigations or enquiries undertaken by HM Revenue and Customs Special Investigation Section or Special Compliance Office
- (3) in respect of any claim arising from any investigations or enquiry by HM Revenue and Customs into alleged dishonesty or alleged criminal offences
- (4) in respect of any claim arising from a tax avoidance scheme
- (5) for the first 10% of Costs and Expenses for Aspect Enquiries and/or Intervention Enquiries in respect of any one claim.

---

### 5 Contract Disputes

We will represent You in any Legal Proceedings for civil action relating to a contractual dispute arising from that agreement or that alleged agreement which has been entered into by You or on Your behalf for the

- (1) sale
- (2) provision
- (3) purchase
- (4) hire

of goods or services provided that

- (a) the amount in dispute exceeds £250
- (b) if the amount in dispute is payable by instalments, the instalments due and payable at the time of making the claim exceed £250
- (c) if the dispute relates to money owed to You, a claim must be made within 90 days of the money becoming due and payable.

---

## Contingencies (continued)

We will not provide indemnity in respect of

- (1) any claim relating to
    - (a) the cover, claims process or settlement payable under an insurance policy other than claims for indemnity under this section
    - (b) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement
    - (c) a loan, mortgage, pension or any other financial product
    - (d) a motor vehicle owned by, hired or leased to You other than agreements relating to the sale or motor vehicles where You are engaged in the business of selling motor vehicles
  - (2) a dispute with an Insured Person or former Insured Person which arises out of or relates to a contract of employment with You
  - (3) a dispute relating to computer hardware, software, systems or services which have been specifically tailored
  - (4) a dispute arising from the breach or alleged breach of professional duty by an Insured Person or former Insured Person
  - (5) the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.
- 

### 6 Tenancy Disputes

We will represent You in any Legal Proceedings for civil action relating to a tenancy dispute between You and Your landlord arising from premises leased or rented to You. We will not provide indemnity in respect of any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement.

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### 7 Statutory Licence Protection

We will represent You in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in the relevant licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling Your licence or statutory registration or British Standard Certificate of Registration.

We will not provide indemnity in respect of

- (1) an original application or application for renewal of a statutory licence or British Standard Certificate of Registration
  - (2) any licence appeal relating to the ownership, driving or use of a motor vehicle.
- 

### 8 Debt Recovery

We will represent You in any Legal Proceedings for civil action including the enforcement of judgement to recover money and interest due from the sale or provision of goods or services provided that

- (1) the amount in dispute exceeds £250
- (2) You have exhausted all reasonable credit control and accounting procedures
- (3) We have the right to select the method of enforcement or to forego enforcing judgement if We are not satisfied that there are, or will be, sufficient assets available to satisfy judgement
- (4) You supply the correct and current name and address of the debtor
- (5) a claim for debt recovery under this Contingency is made within 90 days of the money becoming due and payable.

# Legal Liabilities Commercial Legal Protection

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## Contingencies (continued)

We will not provide indemnity in respect of

- (1) any claim relating to
  - (a) the cover, claims process or settlement payable under an insurance policy
  - (b) a lease, licence or tenancy of land or buildings
  - (c) a loan, mortgage, pension or any other financial product
- (2) a dispute with an Insured Person or former Insured Person which arises out of, or relates to, a contract of employment with You
- (3) a dispute relating to computer hardware, software, systems or services which have been specifically tailored
- (4) the recovery of money and interest due from another party where the other party intimates that a defence exists.

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## Exceptions – Applying to all Contingencies

*The following exceptions  
apply to this Section in  
addition to the Policy  
Exceptions at the back of  
this policy.*

We will not provide indemnity in respect of any claim

- (1) if an Insured Person does not keep to the terms, exceptions and conditions of this Section. The cover will also not apply if an Insured Person can claim under another policy
- (2) if any Costs and Expenses are incurred prior to Our written acceptance of a claim
- (3) for any legal action an Insured Person takes which We have not agreed to or where the Insured Person does anything to hinder Us or the Appointed Representative
- (4) for any fines, penalties, compensation or damages which an Insured Person is ordered to pay by a court or other authority other than compensation awards covered under Contingency 1B (Compensation Awards) and Contingency 2 (Legal Defence)
- (5) relating to
  - (a) patents
  - (b) copyrights
  - (c) trademarks
  - (d) merchandise marks
  - (e) registered designs
  - (f) intellectual property
  - (g) secrecy and confidentiality agreements
- (6) relating to franchise or agency rights where You have the legal capacity to alter the legal relations of another
- (7) deliberately or intentionally caused by an Insured Person
- (8) in respect of a dispute with Us not catered for in Section Conditions 6 and 7 for a judicial review
- (9) relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy

# Legal Liabilities Commercial Legal Protection

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## Exceptions – Applying to all Contingencies

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

- 
- (10) notified under this Section when, either at the start of or during the course of the claim You
- (i) are bankrupt
  - (ii) have filed a bankruptcy petition or winding up petition
  - (iii) have made an arrangement with creditors
  - (iv) have entered into a deed or arrangement
  - (v) are in liquidation
  - (vi) are or part of or all of Your affairs or property are in the care or control of a receiver or administrator

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## Conditions – Applying to all Contingencies

*The following Conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

---

### (1) Claims – your duty

You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.

---

### (2) Claims – legal representation

- (a) On acceptance of a claim, if appropriate, We will appoint an Appointed Representative.
- (b) If it is necessary to start court proceedings or there is a conflict of interest, an Insured Person is free to nominate an Appointed Representative by sending to Us the name and address of the suitably qualified person.
- (c) If We do not agree to the Insured Person's choice of Appointed Representative under condition 2(b) above, an Insured Person may choose another suitably qualified person.
- (d) If there is still a disagreement with regard to the Appointed Representative, We will ask the president of a relevant national law society to choose a suitably qualified person to represent an Insured Person. We and the Insured Person must accept such choice.
- (e) In all other circumstances We will be free to choose an Appointed Representative.
- (f) An Appointed Representative will be appointed by Us and represent an Insured Person according to Our standard terms of appointment.

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### (3) Claims – Our rights and Your obligations

- (a) We will have direct access to the Appointed Representative who will, upon request, provide Us with any information or opinion on Your claim.
- (b) An insured person must co-operate fully with Us and the appointed representative and must keep Us up-to-date with the progress of the claim.
- (c) At Our request an Insured Person must give the Appointed Representative any instructions that We require.
- (d) An Insured Person must notify Us immediately if anyone offers to settle a claim or makes a payment into court.
- (e) If an Insured Person does not accept the recommendation of the Appointed Representative to accept a reasonable offer or payment into court to settle a claim, We may refuse to pay further costs and expenses.
- (f) No agreement to settle on the basis of both parties paying their own costs is to be made without Our prior approval.



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## Conditions – Applying to all Contingencies (continued)

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### (4) Discontinuance of a claim

If an Insured Person

- (a) settles a claim or withdraws a claim without Our prior agreement
- (b) does not give suitable instructions to the Appointed Representative
- (c) dismisses an Appointed Representative without Our prior consent

the cover We provide will end immediately and We will be entitled to re-claim any Costs and Expenses We have incurred from the Insured Person.

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### (5) Recoveries

An Insured Person must take every available step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.

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### (6) Disputes

If any difference arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section, You can take the steps outlined in Our complaints procedure stated under Our Promise of Service.

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### (7) Arbitration

You have the right to refer any difference that arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by Us and an Insured Person.

If there is a disagreement with regard to the choice of counsel, We will ask the president of a relevant national law society to choose a suitably qualified person.

The arbiter's decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against.

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### (8) Acts of Parliament

All references to Acts of Parliament within this Section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

# Policy Conditions

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## Policy Conditions

*All of the following Policy Conditions apply in addition to the conditions contained in each Section of the policy.*

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### (1) Alteration of Risk

If

- (a) there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury
- or

- (b) Your interest ceases except by will or operation of law

We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

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### (2) Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

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### (3) Cancellation

- (a) You may cancel this policy at any time after the date We have received the premium, by providing 30 days notice in writing to Us.
- (b) If there is a default under Your Aviva credit agreement which finances this policy, We, or any agent appointed by Us and acting with Our specific authority, may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.

If Your policy is cancelled under (a) or (b) above and provided that there have been no

- (i) claim(s) made under the policy for which We have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

- (c) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
- (d) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no

- (i) claim(s) made under the policy for which We have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance.

# Policy Conditions

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## Policy Conditions (continued)

### (4) Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) tell Us immediately of any event or occurrence which may result in a claim.
- (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.
- (c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within
  - (i) 30 days
  - or
  - (ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious personsof You becoming aware of the event or occurrence, or such further time that We may allow.
- (d) provide Us with all information and help We require in respect of the claim.
- (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.
- (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
- (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

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### (5) Contribution

#### **Applicable to Employers' Liability Section and Public and Products Liability Section**

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

#### **Applicable to the Road Risks Sections**

- (b) If the insurance provided by this Section is also covered by another policy (or would but for the existence of this Section), We will only pay a rateable share of the loss.  
However, this condition will not impose on Us any obligation to make any payment under this policy from which We would have been relieved under
  - (i) Exception (1) (a)
  - (ii) the Contingent Liability clausein Part B of the Road Risks Section.

#### **Applicable to all other Sections insured by this Policy**

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

# Policy Conditions

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## Policy Conditions (continued)

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### (6) Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity,  
or
- (b) the Sum Insured  
or

(c) a smaller amount for which a claim can be settled  
after deduction of any sum already paid.

We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

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### (7) Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may

- (a) refuse to pay the claim
- (b) recover from You any sums paid by Us to You in respect of the claim
- (c) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium

If We cancel the policy under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may

- (a) refuse to pay the claim
- (b) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided)
- (c) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover

If We cancel a person's cover under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

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### (8) Identification

The policy, The Schedule and the Certificate of Motor Insurance will be read as one contract.

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### (9) Non Disclosure, Misrepresentation or Misdescription

#### (a) Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
  - We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement and/or
  - We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

# Policy Conditions

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## Policy Conditions (continued)

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### (b) Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid
- where the breach was neither deliberate nor reckless, and but for the breach:
  - We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
  - We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made
  - and/or
  - We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

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### (10) Proof of Trading

We may, at Our option

(1) avoid this policy from its inception

or

(2) cancel this policy from the date of a claim or alleged claim, and repudiate this claim

or

(3) repudiate a claim

if You are unable to provide Us with:

(i) an original or copy of Your most recent business tax return

and/or

(ii) an original or copy of Your most recent business bank statement

and/or

(iii) a letter from Your accountant or Bank confirming the existence of formal business tax

and/or bank records

and/or

(iv) Your business VAT registration number

as evidence of Your motor trade business, if and when requested by Us.

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### (11) Reasonable Precautions

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair.
- (b) take all reasonable precautions to prevent
  - (i) loss, destruction or damage to the Property Insured
  - (ii) accident or injury to any person or loss, destruction or damage to their property.
- (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.
- (d) keep books with a complete record of purchases and sales.

# Policy Conditions

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## Policy Conditions (continued)

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### (12) Reinstatement

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

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Limit of Indemnity or Sum Insured for that item.

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### (13) Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- (a) enforce a right or remedy
- or
- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

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

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### (14) Index Linking

- (a) Renewal.

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices or any alternative index specified by Us in Our reasonable opinion

- (i) any buildings and tenants improvements item

The General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.

- (ii) other items

The Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department.

In the event of a negative index We will retain Your existing amounts insured, unless You advise Us otherwise.

- (b) Claims.

These adjustments will continue during the

- (i) Period of Insurance
- (ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

# Policy Conditions

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## Policy Conditions (continued)

### (15) Subjectivity

At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You

- (a) (i) providing Us with any additional information
- (ii) completing any actions agreed between You and Us
- (iii) allowing Us to complete any actions agreed between You and Us.
- (b) If required by Us, allowing Us access to The Premises and/or The Business to carry out survey(s) and Your compliance with any risk improvements identified.

If this is the case, then The Schedule will clearly state the information required and/or the actions to be completed and the dates We require such information or the actions to be completed by.

Upon completion of these requirements (or if they are not completed by the required dates) We may, at Our option:

- (i) modify Your premium,
- (ii) amend the terms and conditions of this policy,
- (iii) require You to make alterations to The Premises and/or to comply with any risk improvements identified,
- (iv) exercise Our right to cancel Your policy under Policy Condition (3) Cancellation,
- (v) leave the policy terms, conditions, and premium unaltered.

If We proceed with any of (i) (ii) and (iii) above, You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.

# Policy Exceptions

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## Exceptions

*The following Policy Exceptions apply to all Sections unless otherwise stated and in addition to the Exceptions contained in each Section.*

We will not indemnify You in respect of

- (1) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
  - (a) (i) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - (ii) mutiny or military uprising, martial law
  - (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above.

However,

- (1) exception (1) (a) (ii) shall only apply in respect of the following Sections, when insured by this policy
  - (a) Property Damage - All Risks
  - (b) Money, Assault and Wrongful Conversion
  - (c) Business Interruption.
- (2) exceptions (1) (a) (b) and (c) do not apply to the following Sections, when insured by this policy
  - (a) Employers' Liability.
- (3) exception (1) (b) does not apply to the following Sections, when insured by this policy
  - (a) Public and Products Liability
  - (b) Road Risks.
- (4) exceptions (1) (a) and (1) (c) do not apply to
  - (a) The Road Risks Section when insured by this policy where it is necessary to meet the requirements of the Road Traffic Acts.



# Policy Exceptions

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## Exceptions (continued)

- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from
  - (a) (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
  - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - (b) the use of any weapon or device
    - (i) dispersing radioactive material and/or ionising radiation
    - or
    - (ii) using atomic or nuclear fission and/or fusion or other like reaction.
  - (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of The Business for the purposes for which they were intended.

However,

- (1) in relation to the Employers' Liability Section, exception (2) (a) only applies when You, under a contract or agreement, have undertaken to
  - (a) indemnify another party
  - or
  - (b) assume the liability of another party.
- (2) exceptions (2) (a), (2) (b) and (2) (c) do not apply to the Road Risks Section.

# Policy Exceptions

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## Exceptions

*(continued)*

(3) (a) Money, negotiable instruments and specie

(b) securities and bonds

(c) jewellery

(d) precious stones

(e) precious metals

(f) bullion

(g) furs

(h) curios and antiques

(i) rare books

(j) works of art

(k) goods held in trust or on commission

(l) documents

(m) manuscripts

(n) business books

(o) computer systems records

(p) explosives and hazardous substances

(q) property in transit

unless specifically mentioned.

However, exceptions (3)(a) to (q) do not apply to the following Sections, when insured by this policy

(1) Employers' Liability

(2) Public and Products Liability

(3) Commercial Legal Protection.

(4) any claim which arises directly or indirectly from or consists of the failure or inability of any

(a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device

(b) media or systems used in connection with anything referred to in (a) above

whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

(i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time

(ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

(1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section

# Policy Exceptions

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## Exceptions (continued)

- (a) All Risks
  - (b) Money, Assault and Wrongful Conversion
  - (c) Business Interruption.
  - (2) exceptions (4) (a) and (4) (b) do not apply to the following Sections, when insured by this policy
    - (a) Employers' Liability.
- 

### Definition

The following definition only applies to this exception

'Defined Contingency'

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



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