



**MOTOR TRADE  
ROAD RISKS COVER**

**Policy Document**

In the event of an accident, windscreen breakage, or to make a claim:



## **Don't forget your crash card**

Please ensure that claims, fault or non-fault are reported immediately as this can often mean a substantial reduction to the overall cost of a claim.

## Introduction

Thank you for choosing Aviva. This policy sets out your full insurance details. If we can help further in any way, just get in touch or ask your insurance broker. You should keep your Motor Trade document in a safe place and make a note of your policy number and the Incident Care number so these are available should an emergency arise.

If you have any queries about the cover or would like to extend it please speak to your usual insurance broker.

### Making a claim

Just one call to Incident Care and our professionally-trained Personal Incident Managers will help you get your business back to normal as fast as possible, and as easily as possible. We will need to confirm whether the incident is covered by your policy first and then advise you of any excess you will need to pay. There are no claim forms to fill out for this. Then you will be assigned a Personal Incident Manager to handle your claim from beginning to end. They will keep you updated on the progress of your claim.

## 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.

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## Incident Care Number

In the event of an accident or to make a claim you can call **0800 404 9696** 24 hours, 365 days.

## About Q Underwriting

Q Underwriting is a specialist insurance underwriting facility operating under a delegated authority on behalf of Aviva.

## Complaints Procedure

### 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.

### 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.

### 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 (FOS) at:

The Financial Ombudsman Service  
Exchange Tower, London E14 9SR

Telephone: **0800 023 4567** (calls from UK landlines and mobiles are free) 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 FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

## Important Information

### Choice of Law

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 UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policy holder normally lives; or
- 2 In the case of a business, that law applying in that part of the UK, 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 shall apply.

### Financial Services Compensation Scheme

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).

### Use of Language

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

### Customers with Disabilities

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.

### Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

### Q Underwriting "Yes Claim Bonus" claims initiative

Excess reduction for early reported accidents, regardless of blame (excluding fire, theft, flood, malicious damage and mechanical breakdown)

All claims notified to the Aviva Incident Care claims team within 24 hours of the time of the accident will benefit from a £200 reduction in the policy excess as stated on your policy schedule. This reduction is only available where there is an identifiable third party and you are able to pass their details including a contact telephone number to the Incident Care team.

Please Note: "Yes claim bonus" is a claim initiative to encourage you to report claims early and in doing so this helps reduce third party claims costs, this in turn allows us to pass on these savings to our customers. The initiative does not form part of your policy and may be withdrawn at any time. Full terms and conditions can be found at

[www.Qunderwriting.com](http://www.Qunderwriting.com)

## 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.

## 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.

The Asset Protection and Motor Liabilities - Road Risks Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.

## Business Trading Address

The premises from which The Business operates, as specified in The Schedule.

## 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.

## 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.

## Employee

Any person who is under a contract of service or apprenticeship with You, and is working under Your control in connection with the Business.

**Home Address**

The address where You normally reside, as specified in The Schedule.

**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.

**Motorcycle**

A mechanically propelled two-wheeled motor vehicle with or without a sidecar or trailer attached.

**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.

**Private Car**

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

**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.

**The Business**

Activities directly connected with the business specified in The Schedule.

**The Schedule**

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

**Unattended**

Where neither You or any person(s) authorised by You are able to keep an Insured Vehicle under observation and to reasonably prevent any attempt to interfere with it.

**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.

**We/Us/Our/Aviva**

Aviva Insurance Limited Pitheavlis, Perth, PH2 0NH Registered Number: 2116

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

**You/Your/The Policyholder**

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

## 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.

### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

### Compensation

Damages, including interest.

### Costs and Expenses

- (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.

### Damage

Accidental loss, destruction or damage.

### Excess

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. The amount applies to each individual vehicle

### Goods-carrying Vehicle

A motor vehicle manufactured or adapted for the carriage of goods.

### Green Card

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.

### Insured Vehicle

- (1) Any motor vehicle detailed in paragraph 1 of the Certificate of Motor Insurance
- (2) Any Vehicle (mechanically propelled or otherwise) attached to a motor vehicle described in (1) above for the purpose of being towed
- (3) any Vehicle being conveyed in or on a Vehicle described in (1) or (2) above excluding
  - (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
  - (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.

### Pollution or Contamination

- (1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (2) all loss, damage and injury directly or indirectly caused by such pollution or contamination.

### Spouse

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

- (1) live at the same address as, and share financial responsibilities with, such person and
- (2) are permitted by the Certificate of Motor Insurance to drive and use the Insured Vehicle.

### 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 means caused 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 conditions or 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, and the Isle of Man

**The Extended Territorial Limits**

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 Lichtenstein), including transit between these countries.



## 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 Business Trading Address 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 £5,000.

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.

### Foreign Use – extended cover

We will indemnify You in respect of Damage to an Insured Vehicle, while in any country defined in The Extended Territorial Limits, or any other country for which We have issued a Green Card, provided that You

- (1) restrict such a visit to a maximum period of 21 days
- (2) restrict the total foreign use in such countries to a maximum period of 60 days in any one Period of Insurance
- (3) restrict the use of the Vehicle to social, domestic, and pleasure purposes only..

### 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 £5,000.

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.

## 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 or Motorcycle (not exceeding 250cc) 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.

The maximum we will pay in respect of

- (1) Any one claim
- And
- (2) In any one Period of Insurance
- Is the Limit of Indemnity specified in the Schedule

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.

## Novice Drivers – Excess

An additional Excess of £200 will apply in addition to any other Excess while the Insured Vehicle is being driven by a Novice Driver aged 25 or over.

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

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

## Vehicles at Business Trading Address or Home Address

If an Insured Vehicle suffers Damage while at the Business Trading Address or Home Address, the maximum We will pay in respect of

- (1) any one claim
- and
- (2) in any one Period of Insurance
- is the Limit of Indemnity specified in The Schedule.

## Vehicles in the 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.

## Exceptions

The following exceptions apply to Part A 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 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
- (4) Damage to any Vehicle caused by
  - (a) any operating error or omission by You or any Employee of Yours
  - (b) any faulty or defective
    - (i) workmanship
    - (ii) design
    - (iii) materials used in its construction

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

- (5) Computer and Electronic Equipment failure or malfunction
- (6) Damage to tyres caused by braking or by punctures, cuts or bursts
- (7) Damage resulting directly from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
- (8) loss of value following repair other than as provided under the Discount to Effect Sale clause
- (10) Damage arising during or in consequence of riot or civil commotion occurring
  - (a) in Northern Ireland
  - (b) outside The Territorial Limits
- (11) Damage arising from confiscation, requisition or destruction by or under order of any government or any local or public authority
- (12) Damage occurring in or on, or when parked and Unattended at the Business Trading Address or Home Address specified in The Schedule, caused by
  - (a) theft, where possession is obtained by fraud, trick, or false pretence
  - (b) disappearance, unexplained or inventory shortage, misfiling, misplacing of information, or clerical error
- (13) Damage arising while the Insured Vehicle is being used for demonstration purposes, unless such use is included in the Certificate of Motor Insurance
- (14) Damage to any Vehicle detailed in the list of Unacceptable Vehicle Types and Cars shown on the Unacceptable Vehicles List (available to view online at [www.Qunderwriting.com](http://www.Qunderwriting.com). A hard copy can be provided upon request)
- (15) 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. The maximum We will pay is The Limit of Indemnity.

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

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

### 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) £25,000 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.

### 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.

### 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.

### 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 £10,000.

### 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.

### 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 area

except 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
- (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.

### 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 and Extended 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 Policy, Your No Claim Discount will be adjusted 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 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.

## 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.

## 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.

### We will not provide indemnity

- (1) 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
- (2) 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
- (3) in respect of
  - (a) Damage to any property whatsoever or any loss or expense whatsoever or any consequential lossor
  - (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.

## 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 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.

## Additional Clauses

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

- (1) 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.

## Legal Liabilities and Business Tools Asset Protection

### Part C - 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.

#### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

#### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

#### Compensation

Damages, including interest.

#### Costs and Expenses

- (1) Fees for The Insured's legal representation at
  - (a) any Coroner's Inquest or Fatal Accident Inquiry
  - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (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.

#### Damage

#### Physical

- (1) loss.
- (2) destruction.
- (3) damage.

#### Excess

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.

#### Personal Injury

- (1) Bodily Injury.
- (2) Wrongful
  - (a) arrest, detention or imprisonment.
  - (b) eviction.
  - (c) accusation of shoplifting.

#### Pollution or Contamination

- (1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.

#### Products Supplied

Anything which is

- (1) sold, supplied, processed, altered or treated
- (2) repaired, serviced, cleaned, maintained, inspected or tested
- (3) installed, constructed, erected or transported by You or on Your behalf and which is no longer in the custody or control of The Insured.

#### Property

Material property.

#### 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 services in 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 conditions or 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.

### 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 private work by any Employee, with Your prior consent, for You or for any director, partner or Employee.



### **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 Act 1998

We will indemnify The Insured in respect of

- (1) legal fees and defence costs

- (2) legal liability for Compensation to an individual
  - (a) the subject of personal data The Insured holdsand
  - (b) who suffers damage or distress caused by
    - (i) inaccuracy of data
    - (ii) loss of the data
    - (iii) unauthorised destruction or disclosure of the data
    - (iv) unauthorised access to the dataarising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998.

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.
- (2) consequential losses.
- (3) liability
  - (a) as a result of You having authorised the destruction or disclosure of the data
  - (b) which could reasonably have been expected to arise as a result of any other deliberate act or omission by You.
- (4) any fine or statutory payment.
- (5) liability which arises solely by reason of the terms of any agreement.
- (6) liability in respect of liquidated damages or under any penalty clause.
- (7) legal costs or expenses or financial losses in respect of any order
  - (a) for rectification or erasure of data
  - (b) requiring that data to be supplemented by any other statements.
- (8) proceedings relating to Compensation for any
  - (a) Employee if the Employers' Liability Section of this policy is not in force
  - (b) third party if the Public and Products 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.

### **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 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.

## 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 speed

whether between vehicles or otherwise and irrespective of whether this takes place on any circuit or 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 behalf

other 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.
- (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
  - (c) accommodation, exploration, drilling or production rig or platform
    - (i) 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.
- (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) the Excess.

## Conditions

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

### Pre-sale Inspection

If in relation to any claim for Products Supplied You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim. You must ensure that any Vehicle sold by You or on Your behalf must first be inspected by a competent motor vehicle technician, and any faults which would render the Vehicle unroadworthy must be rectified prior to its sale.

However this condition does not apply to any Vehicle sold by You or on Your behalf on the explicit understanding that the purchaser is made aware that the Vehicle is unroadworthy, must not be driven in its sale condition, and this is evidenced in writing in the sale contract.

### 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.

### 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 partitions and 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 partitions must 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 heater must 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.

### **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.

## Part D – Employers Liability Cover

### 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.

#### Bodily Injury

Bodily injury, including death, illness, disease, or nervous shock.

#### Compensation

Damages, including interest.

#### Costs and Expenses

- (1) Fees for The Insured's legal representation at
  - (a) any Coroner's Inquest or Fatal Accident Inquiry
  - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (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.

#### 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 Channel Islands, the Isle of Man, 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 services in 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 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.

### **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.
- (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 vehicle where any road traffic legislation requires insurance or security.
- (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.



## Part E – Business Tools Cover

### 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.

#### Damage

Physical loss, destruction or damage.

#### 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
- (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.

#### Excess / Overnight Unattended Vehicle Excess

The amount(s) specified in The Schedule which We will deduct from each and every claim.

#### Property Insured

Tools and motor vehicle diagnostic equipment, owned by You or temporarily in Your custody or control, and required by You to carry out The Business, but excluding other computer equipment and associated data carrying materials.

#### The Business

Activities directly connected with the business specified in The Schedule.

#### The Defined Territories

Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man.

#### The Premises

The premises specified in The Schedule.

#### Unattended Vehicle

Any vehicle where You are unable to observe and reasonably prevent any attempt to interfere with it and cause Damage to the Property Insured.

#### 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.

#### Cover

We will indemnify You in respect of Damage, up to the Limit specified in The Schedule and occurring during the Period of Insurance, to Property Insured, while on The Premises or temporarily removed elsewhere within The Defined Territories.

#### 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 post, 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 loss in value of the Property Insured

The maximum We will pay under this Section in any one Period of Insurance will not exceed the Limit specified in The Schedule.

## Clauses

The following clauses apply to this Section.

### Automatic Reinstatement

The limit stated 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 by Us to reinstate the limit.

## 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 to the Property Insured caused by or consisting of
  - (a) an existing or hidden defect
  - (b) gradual deterioration or wear and tear
  - (c) frost or change in the water table level
  - (d) faulty or defective
    - (i) workmanship
    - (ii) design
    - (iii) materials used in its construction
  - (e) operating error or omission by You or any of Your Employees

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 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) its 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), (14) and (16) or any other accidental cause
  - (ii) any subsequent Damage which results from a cause not otherwise excluded.
- (3) Damage to the Property Insured caused by pollution or contamination.

However, We will indemnify You in respect of Damage to the Property Insured not otherwise excluded caused by

- (a) pollution or contamination which results from Defined Contingencies (1) to (12), (14) and (16).
  - (b) Defined Contingencies (1) to (12), (14) and (16) which results from pollution or contamination.
- (4) Damage to the Property Insured caused by
    - (a) acts of fraud or dishonesty.
    - (b)
      - (i) disappearance
      - (ii) unexplained or inventory shortage
      - (iii) misfiling, misplacing of information, or clerical error.
  - (5) 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.
    - (c) Damage resulting from the Property Insured undergoing any process of
      - (i) production or packaging
      - (ii) treatment, testing or commissioning
      - (iii) servicing or repair.
- However, We will indemnify You in respect of such Damage if it is caused by fire or explosion and it is not otherwise excluded.
- (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 theft when The Premises are unoccupied.
  - (7) Damage to the Property Insured caused by theft or attempted theft
    - (a) from The Premisesor
    - (b) from an Unattended Vehicle unless there is evidence of forcible and violent entry into The Premises or the Unattended Vehicle.
  - (8) Damage more specifically insured by You or on Your behalf.
  - (9) any consequential loss or damage.
  - (10) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or 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 (a) and/or (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 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.
  - (11) the Excess stated in The Schedule.
  - (12) the Excess / Overnight Unattended Vehicle Excess

## Condition

The following Condition applies to this Section in addition to the Policy Conditions at the back of this policy.

### Closed for business

If in relation to any claim for Damage to the Property Insured caused by theft or any attempt thereat, You have failed to fulfil the following Condition, You will lose Your right to indemnity or payment for that claim. When You are closed for business, or when the Property Insured is left unattended, You must move such property within The Premises or within a Vehicle insured under the Road Risks section of this policy.

### Minimum Security

If in relation to any claim for Damage to the Property Insured caused by theft or attempted theft at The Premises, which occurs more than 30 days after the inception of this policy, 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 in respect of all those parts of

The Premises occupied by You in connection with The Business

- (1) all Perimeter doors and opening Accessible Perimeter windows are provided with an appropriate security measure, as described in (1)– (6) below
- (2) whenever any part or parts of The Premises occupied by You in connection with The Business is or are unattended, all such doors and windows to that part or parts are closed and secured by such appropriate security measure being put into full and effective operation.
  - (1) Hinged doors are to be secured as follows
    - (a) single leaf doors and the final closing leaf of double doors
      - (i) timber framed doors –by a lock certified as meeting British Standard BS3621
      - (ii) aluminium or steel framed doors –by a five (or more) pin cylinder mortice swing lock
      - (iii) plastic framed doors –by a lock assembly certified as meeting PAS 3621 or a multi-point lock having at least 3 moving fastening points operated from a handle which is secured by a five (or more) pin cylinder lock
      - (iv) steel or composite construction (security) doors - by a security measure described in either 1(a) (i) or 1(a) (iii) above or by a five (or more) pin cylinder mortice lock.
    - (b) the first closing leaf of double doors
      - (i) by having, adjacent to the top and bottom corners of the door, a rebate bolt or an internal key operated mortice rack bolt or a lockable bolt
      - (ii) by a multi-point lock having at least two moving fastening points operated from a handle which is secured by a five (or more) pin cylinder lock.
  - (2) Rolling shutter and rolling panel doors are to be secured as follows
    - (a) manually operated doors – by having the operating chain fastened to an internal chain stop, housing or wall bracket by means of a padlock having a hardened steel shackle.
    - (b) electrically operated doors – by having an internal operating switch permitting power to be isolated and secured in the 'off' position by means of an integral lock or a padlock.
    - (c) wicket gates/personnel doors within such doors – by a lock certified as meeting British Standard BS3621.
  - (3) Cellar trap doors are to be secured as follows
    - (a) by having an internal steel padlock bar fastened by a padlock having a hardened steel shackle.
    - (b) by having, adjacent to the top and bottom corners of the door(s), an internal key operated mortice rack bolt or a lockable bolt

noting that, where one leaf of double doors when closed prevents the opening of the other, only that leaf needs securing as stated.

- (4) Doors described in 1 (a) and 2 (c) above which are not used as final exit doors are to be secured by a security measure described in 1 (a) or 2 (c) above or any type of door lock or lockable fastening not described therein which is supplemented by having, adjacent to the top and bottom corners of the door, an internal key operated mortice rack bolt or a lockable bolt.
- (5) Windows are to be secured as follows
  - (a) roof lights – by an internal fastening device designed and supplied as suitable for the task.
  - (b) louvre windows – by internal or external fixed steel bars or grilles.
  - (c) other windows – internally by means of a fastening device having an integral lock, by a window lock or by a key operated mortice rack bolt.
- (6) Emergency Fire Exits are to be secured as follows any door or window described in (1) – (5) above which is formally designated as being solely for use as an emergency fire exit by the person(s) legally responsible under fire safety legislation for fire safety at The Premises is excluded from the stated requirements, but must instead be secured by a fastening device designed and supplied as suitable for the task.

## Definitions

For the purpose of these conditions the following definitions apply

### Perimeter

Doors and windows that provide access from those parts of The Premises occupied by You in connection with The Business to the open air, into any area of The Premises not occupied by You in connection with The Business or into any adjoining premises.

### Accessible

Perimeter windows located on

- (1) basement and ground floors
- (2) other floors where they can be reached by a person standing within any communal areas, areas of The Premises not occupied by You in connection with The Business or any areas of adjoining or adjacent premises
- (3) other floors where they can be reached by a person standing on adjoining or adjacent land or any external structural feature of The Premises, or any adjoining or adjacent premises, which can readily be climbed onto including but not limited to stairways, fire escapes, lower storey roofs, porches, balconies and downpipes

## Part F – Motor Legal Expenses

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **We** act.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises.

Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

The **Insurer** agrees to indemnify **You** in consideration of the **Premium** paid or to be paid subject to the following terms, conditions and exclusions of this policy.

This insurance covers **Advisers' Costs** incurred in a **Legal Action** up to the **Maximum Amount Payable** where:-

- (a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial limits**; and
- (b) The **Legal Action** takes place in the **Territorial limits**.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

### IMPORTANT CONDITIONS

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

### Prospects of Success

There must be more a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success then **We** may decline or discontinue support for **Your** case.

## Proportional Costs

An estimate of the **Advisers' Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Advisers' Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

## Duty of Disclosure

### Consumer

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

### Non-Consumer

If this policy covers **Your** business, trade or professional interests, **You** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which **you** should be aware would influence the **Insurer's** decision to provide insurance to **You** on the terms agreed.

## Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

## Cover

### Personal Injury

#### What is insured

**You** are covered for **Advisers' Costs** to pursue damages claims arising from a **Road Traffic Accident** whilst **You** are in, boarding or alighting the **Vehicle** against those whose negligence has caused **Your** injury or death.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the Legal Action in full or in part.

#### What is not insured:-

##### Claims

- a) Relating to an agreement you have entered into with another person or organisation.
- b) For stress, psychological or emotional injury unless it arises from **You** suffering physical injury

## Uninsured Loss Recovery

#### What is insured

**You** are covered for **Advisers' Costs** to pursue damages claims arising from a **Road Traffic Accident** against those whose negligence has caused **You** to suffer loss of Your insurance policy excess or other out of pocket expenses.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims court limit, the Adviser must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will be covered subject to the conditions applicable to this insurance.

#### What is not insured:-

##### Claims

Relating to an agreement **you** have entered into with another person or organisation.

For Applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau.

## Motor Prosecution Defence

#### What is insured

**You** are covered for **Advisers' Costs** to defend motoring prosecutions in respect of an offence, punishable by penalty endorsement only, arising from **Your** use of the **Vehicle**. Pleas in mitigation are covered where there is a 51% or greater prospect of such a plea materially affecting the likely outcome.

#### What is not insured:-

##### Claims

- a) For alleged road traffic offences where **You** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving or being in control of the **Vehicle** whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where **You** have been advised by a medical professional not to drive.
- b) For **Advisers' Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy

- c) For parking offences for which **You** do not get penalty points on **Your** licence
- d) For motoring prosecutions where **Your** motor insurers have agreed to provide **Your** legal defence

## Definitions

### You/Your

Uninsured Loss Recovery & Personal Injury: The person responsible for insuring the **Vehicle** declared to Us and the authorised driver.

Motor Prosecution Defence: The person responsible for insuring the **Vehicle** declared to **Us**.

### Period of Insurance

The **Period of Insurance** declared to and accepted by **Us**, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

### Premium

The **Premium** paid by **You** for this policy.

### Road Traffic Accident

A traffic accident in the **Territorial Limits** involving the Insured **Vehicle** occurring during the **Period of Insurance** on a public highway or on a private road or other public place for which **You** are not at fault and for which another party is at fault.

### Territorial limits

The United Kingdom, the Channel Islands and the Isle of Man.

### Advisers' Costs

Reasonable legal fees and disbursements incurred by the **Adviser** or other legal representative with **Our** prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against **You** and paid on the standard basis of assessment.

### Standard Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred by the **Insurer** in using a nominated **Adviser** of **Our** choice.

### Legal Action

The pursuit of civil proceedings and appeals against judgement following a **Road Traffic Accident** involving the **Vehicle**; the defence of criminal motoring prosecutions in relation to the **Vehicle**.

## Court Proceedings

The Service of **Court Proceedings**

### Maximum Amount Payable

The **Maximum Amount Payable** in respect of an **Insured Event** which is:

**Uninsured Loss Recovery and Personal Injury:**

£100,000

**Motor Prosecution Defence:** £20,000

### Insured Event

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **Insured Event** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.

### Vehicle

The **Vehicle** declared to **Us** including a caravan or trailer whilst attached.

### We/Us/Our

Arc Legal Assistance Ltd who administer this insurance on behalf of the **Insurer**.

### Adviser

The panel solicitor or their agents appointed by **Us** to act for **You**, or, and subject to **Our** agreement, where **Court Proceedings** have been issued or a conflict of interest arises, another legal adviser nominated by **You**.

### Insurer

AmTrust Europe Limited.

### Conditional Fee Agreement

If **You** are resident in the United Kingdom, a separate agreement between **You** and the **Adviser**, which waives the **Adviser's** professional fees if **Your** claim for damages is unsuccessful or waives any shortfall in the professional fees the **Adviser** is able to recover.

### Collective Conditional Fee Agreement

If **You** are resident in the United Kingdom, a separate agreement between the **Adviser** and **Us**, which waives the **Adviser's** professional fees if **Your** claim for damages is unsuccessful or waives any shortfall in professional fees the **Adviser** is able to recover.

### Small Claims Track Limit

If **You** are resident in England or Wales, the most they can claim in the small claims track of the County Court in England and Wales.

### Conflict of Interest

There is a **Conflict of Interest** if **We** administer and / or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

## Data Protection Legislation

The relevant **Data Protection Legislation** in force within the **Territorial Limits** where this cover applies at the time of the **Insured Event**.

## Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract

## Exclusions

### 1) There is no cover:-

- a) Where the **Insured Event** began to occur or had occurred before **You** purchased this insurance.
- b) Where **You** fail to give proper instructions to **Us** or the **Adviser** or respond to a request for information or attendance by the **Adviser** within a reasonable period of time.
- c) Where an estimate of the **Advisers' Costs** is greater than the amount in dispute
- d) Where **Your** act or omission prejudices **Yours**, or the **Insurer's** position in connection with the **Legal Action**.
- e) Where **Advisers' Costs** have not been agreed in advance or exceed those for which **We** have given **Our** prior written approval.
- f) For **Advisers' costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- g) For the amount of **Advisers' Costs** in excess of **Our Standard Advisers' Costs** where **You** have elected to use an **Adviser** of **Your** own choice.
- h) Where **You** have alternative legal expenses cover.
- i) For claims made by or against the **Insurer, Us** or the **Adviser**.
- j) For any claim where at the time of the **Insured Event, You** were disqualified from driving did not hold a licence to drive or the **Vehicle** did not have a valid MOT certificate, procure valid vehicle tax or Road Fund Licence or comply with any laws relating to its ownership or use.
- k) Arising from an allegation of a deliberate criminal act (including an allegation of violence) or omission by **You**.
- l) Where **Your** motor insurers repudiate the motor insurance policy or refuse indemnity.
- m) For any claim arising from racing, rallies, competitions or trials.
- n) For **Advisers' Costs** beyond those for which **We** have given **Our** prior written approval.
- o) For an application for Judicial Review.
- p) For appeals without the prior written consent of **Us**.
- q) Prior to the issue of **Court Proceedings**, for the costs of any legal representative other

than those of the **Adviser** unless a **Conflict of Interest** arises.

- r) For **Advisers' costs** incurred in claims relating to the amount of **Advisers' Costs**.
- s) For any **Legal Action** that **We** reasonably believe to be false, fraudulent, exaggerated or where **You** have made misrepresentations to the **Adviser**.
- t) For **Advisers' Costs** incurred in Part 8 Costs Proceedings under the Civil Procedure Rules
- u) For **Advisers' Costs** where the member is entitled to a grant of legal aid from the Legal Services Commission, or where funding is available from another public body, a trade union, employer or any other insurance policy
- v) For **Your** solicitors own costs where **Your** claim is being pursued under a **Conditional Fee Agreement**
- w) Where **You** should have reasonably realised when purchasing this insurance that a claim under this insurance might occur
- x) For motoring prosecutions where **Your** motor insurers have agreed to provide **Your** legal defence
- y) For claims involving a novel point of law

### 2) Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any Right or remedy of a Third Party which exists or is available other than by virtue of this Act.

## Conditions

### 1) Claims

- a) **You** must notify claims as soon as possible within 180 days of the **Insured Event**.
- b) **We** shall appoint the **Adviser** to act on **Your** behalf.
- c) **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Legal Action**.
- d) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If **Court Proceedings** are required or a **Conflict of Interest** arises, and **You** wish to nominate an **Adviser** to act for **You, You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must:-
  - i) Confirm in writing that he will enable **You** to comply with **Your** obligations under this insurance.

- ii) Agree with Us the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an alternative adviser and this nomination shall be binding.
- e) The **Adviser** will:-
  - i) Provide a detailed assessment of **Your** prospects of success including the prospects of enforcing any judgement obtained without charge.
  - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
  - iii) Keep **Us** regularly advised of **Adviser's costs** incurred.
  - iv) Advise **Us** of any offers to settle and payments in to court. If contrary to **Our** advice such offers or payments are not accepted there shall be no further cover for legal costs unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
  - vi) Attempt recovery of costs from any third parties.
  - vii) Agree with **Us** not to submit a bill for **Adviser's costs** to the **Insurer** until conclusion of the **Legal Action**.
- f) In the event of a dispute arising as to costs We may require **You** to change **Adviser**.
- g) The **Insurer** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- h) **You** shall supply all information requested by the **Adviser** and **Us**.
- i) **You** are liable for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid by **Us** will be reimbursed by **You**.
- j) **We** may require the **Adviser** to enter into a **Conditional Fee Agreement** (as regulated by The Conditional Fee Agreements (Revocation) Regulations 2005) with **You**.

## 2) Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

## 3) Proportionality

**We** will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

## 4) Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

## 5) Disclosure Breach

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known

## 6) Fraud

In the event of fraud, **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

## 7) Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.



## 8) Cancellation

**You** may cancel this insurance at any time by writing to and providing fourteen days written notice to **Your** insurance adviser.

**Your** insurance adviser or **Us** may cancel the insurance by giving fourteen days' notice in writing to **You** at the address shown on the schedule, unless otherwise a change of address has been notified to **Your** insurance adviser. No refund of **Premium** shall be made.

**We** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a) Where **We** have a reasonable suspicion of fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

## 9) English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

## 10) Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

## To Make a Claim

### Uninsured Loss Recovery & Personal Injury

**You** should call **0344 844 0892** to report a claim. Details of **Your** claim will be passed to the **Adviser** who will contact **You** to discuss any uninsured loss or personal injury claims or any assistance **You** require in relation to a hire car or Vehicle repairs.

### Motor Prosecution Defence

**You** should telephone **0344 770 1040** helpline number to obtain advice and request a claim form. Alternatively, **You** can submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Upon return of a completed claim form **We** will assess the claim and if covered, send details to the **Adviser** who will then contact **You** directly.

Unless a **Conflict of Interest** arises **You** are not covered for legal fees incurred before **Court Proceedings** are issued unless **You** use **Our** panel solicitor or their agents which **We** will appoint to act for **You**.

## Privacy and Data Protection Notice

### 1) Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit [www.arclegal.co.uk](http://www.arclegal.co.uk)

### 2) How We Use Your Personal Data and Who We Share it With

**We** may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

### 3) Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** Privacy Statement, which is available to view on the website address detailed above.

### 4) Disclosure of Your Personal Data

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

### 5) Your Rights

**You** have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

## 6) Retention

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact **The Data Protection Officer**, please see website for full address details.

## Customer Service

**We** aim to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if **You** are not satisfied with the delay, **You** may refer the matter to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us**, or before **We** have investigated the complaint if both parties agree.

Arc's contact details are:

Arc Legal Assistance Ltd  
P O Box 8921  
Colchester  
CO4 5YD  
Tel **01206 615000**  
Email [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Tel **08000 234567**  
Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## Compensation

**We** are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on **0800 678 1100** or **020 7741 4100**

## Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on **0800 111 6768**.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

## Policy Conditions

### These will apply to all A-E covers.

All of the following Policy Conditions apply in addition to the conditions contained in Asset Protection and Motor Liabilities - Road Risks Section of the policy.

#### (1) Alteration of Risk

If

- (a) there has been any alteration to the Business Trading Address 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.

#### (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.

#### (3) Cancellation

- (a) You may cancel this policy at any time after the date We have received the premium, by providing 7 days notice in writing to Us.
- (b) If there is a default under your credit agreement, arranged through your broker or Q underwriting, 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 credit agreement, arranged through your broker or Q underwriting.

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 credit agreement, arranged through your broker or Q Underwriting, 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 7 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.

#### (4) Claims Procedure

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.

### **(5) Contribution**

If the insurance provided by this policy is also covered by another policy (or would but for the existence of this policy), 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 Exception (1) (a) in Part B of the Asset Protection and Motor Liabilities – Road Risks Section.

### **(6) Discharge of Liability**

We may at any time pay

- (a) the Limit of Indemnity or
- (b) the Sum Insured
- (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.

### **(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:

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us to You in respect of the claim,
- (3) 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 (3) 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:

- (1) refuse to pay the claim,
- (2) 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),
- (3) 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 (3) 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.

### **(8) Identification**

The policy, The Schedule and the Certificate of Motor Insurance will be read as one contract.

### **(9) Non Disclosure, Misrepresentation or Misdescription**

- (1) 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.
- (2) 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.

### **(10) Proof of Trading**

We may, at Our option

- (a) avoid this policy from its inception or
- (b) cancel this policy from the date of a claim or alleged claim, and repudiate the claim or
- (c) 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) Your business VAT registration number and/or
  - (iv) any other evidence We consider fair and appropriate to verify Your motor trade business, if and when requested by Us.

### **(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 Insured Vehicle 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.

### **(12) 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.

### **(13) 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) allowing Us access to the Business Trading Address, and/or The Home Address, to carry out survey(s) and confirm 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

### Exceptions

The following Policy Exceptions apply unless otherwise stated, and in addition to the Exceptions contained in the Asset Protection and Motor Liabilities

– Road Risks 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) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) above.

However, exceptions (1) (a) and (1) (b) do not apply to the Asset Protection and Motor Liabilities – Road Risks Section where it is necessary to meet the requirements of the Road Traffic Acts.

- (2)
  - (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.

- (3) 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.



**Q/MTRR-POL/09.21**

**Q Underwriting Services Ltd**  
1 Minster Court, Mincing Lane, London, EC3R 7AA  
[www.Qunderwriting.com](http://www.Qunderwriting.com)

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A large, stylized red 'Q' graphic on the right side of the page, composed of horizontal lines that transition from white to red.