

Motor Trade Policy



INSURANCE
CORPORATION

Customer Service

At Insurance Corporation we have a real commitment to customer care. We have built a reputation as an Insurer that puts our customers first

You can help us to maintain this position by letting us know if you consider that our service has been unsatisfactory

We aim to give our customers a high standard of service at all times

If you are unhappy with our service for any reason, you should write initially to the Service Manager of Insurance Corporation at the address shown on your Policy Schedule who will ensure that the matter receives attention

If matters are not resolved to your satisfaction, you are invited to write to:

General Manager

Insurance Corporation of the Channel Islands Ltd

P O Box 160 Dixcart House

Sir William Place

Guernsey

GY1 4EY

Insurance Corporation of the Channel Islands Ltd is regulated by the Guernsey Financial Services Commission

It is possible to choose the law applicable to a contract of insurance covering a risk situated in the United Kingdom. We have chosen payment of your premium as evidence of acceptance of our choice. If any other law is to apply it must be agreed by both parties and evidenced in writing

Your right as a policyholder to take legal action remains unaffected by the existence or use of any complaints procedure referred to above

Motor Trade Policy

Insurance Corporation of the Channel Islands Limited (referred to in this Policy as **The Insurers**) will provide insurance in the terms of this Policy in respect of accidental injury loss or damage happening during the Period of Insurance in the Territorial Limits This Policy the Policy Schedule and the Certificate(s) of Motor Insurance set out all the terms of the insurance provided including when you may drive and use of the vehicle

The Period of Insurance includes any subsequent period for which the Insurers may accept payment for the renewal of this Policy

The proposal and declaration and any premium payment agreement made by the Policyholder are the basis of and form part of this Policy

Insurers liability

1. **The Insurers** hereby assign to the Insured the benefit of the Indemnity issued by **The Insurers'** Parent Company Royal & Sun Alliance Insurance plc dated 19th March 1998
2. In respect of any Employers Liability or Motor Third Party coverage issued in Jersey the Isle of Man or the United Kingdom all references to Insurance Corporation of the Channel Islands Limited or 'the Corporation' or **'The Insurers'** shall mean or refer to Royal & Sun Alliance Insurance plc

For risks in the Bailiwick of Jersey or Bailiwick of Guernsey the Insurance Contract is governed by Jersey Law or Guernsey Law respectively

Definitions

Any word listed under "Definitions" will carry the same meaning wherever it appears in the Policy in bold print

Buildings

Buildings including outbuildings walls gates and fences landlords fixtures and fittings tenants improvements

Business

The occupation stated in the Policy Schedule and including the provision of catering social sports and welfare facilities for **Employees** fire first-aid and ambulance services and private work undertaken with the consent of the **Insured** by an **Employee** for a director partner or **Employee** of the **Insured**

Business Equipment

Business equipment fixtures fittings furniture machinery fixed glass and its framework external blinds and signs **Forecourt Facilities** and all other contents (including personal effects or tools belonging to the **Insured** or any director partner customer or **Employee** of the **Insured**) in or on the **Premises** described the property of the **Insured** or held by **The Insurers** in trust and for which he is responsible excluding

- a landlord's fixtures and fittings
- b **stock** and materials in trade
- c property more specifically insured

Damage

Accidental loss destruction or damage

Employee

- a any person under a contract of service or apprenticeship with the **Insured** or
- b any person supplied to or hired or borrowed by the **Insured**

while engaged in the course of the **Business**

Financial Loss

A pecuniary loss cost or expense incurred by any person other than the **Insured** resulting from

- a escape or discharge of any substance or gas from any **Premises** the property of or in the occupation of the **Insured**
- b Stoppage of or interference with pedestrian vehicle rail air or waterborne traffic not caused by **Products**

Forecourt Facility

Any fuel installation oil pump tank cabinet air or water tower vehicle washing installation or vending machine (but not the contents of any of these items) in or on the **Premises**

Injury

Accidental bodily injury which includes death and disease

Insured

Any person partnership or company registered in the Channel Islands Great Britain Northern Ireland or the Isle of Man and described in the schedule

Money

Cash Bank Notes Cheques Girocheques Bankers' Drafts Money Orders Postal Orders Bills of Exchange unused Postage Stamps National Insurance Stamps National Savings Stamps and Certificates Holidays with Pay Stamps Credit Company Sale Vouchers Customer Redemption Vouchers and unused units in franking machines all the **Insured's** own or for which he is legally responsible and Trading Stamps and Luncheon Vouchers the **Insured's** own only whilst in his custody

Premises

That part of the building situated at the address or addresses shown in the Schedule and occupied by the **Insured** for the purpose of the **Business**

Products

Goods (including containers and packaging) not in the custody or control of the **Insured** sold or supplied by the **Insured** in connection with the **Business** from any premises within the **Territorial Limits** and any error in connection with the sale supply or presentation of such goods

Property

Material property (excluding a **Vehicle**)

Repair Servicing or Maintenance

includes

- a the Pre-delivery check of new **Vehicles** as required by the manufacturers and the fitting of additional accessories to such new **Vehicles**
- b the examination of **Vehicles** in accordance with the Motor **Vehicles** (Tests) Regulations if applicable

Stock

Stock and materials in trade excluding **Vehicles** at the **Premises** described including in transit by road rail air or inland waterway (Including storage in course of transit) all within the **Territorial Limits** but excluding property more specifically **Insured** the property of the **Insured** or held by him in trust or on commission and for which he is responsible

Stock of Vehicles

Stock of Vehicles in or on the **Premises** or on land belonging to or in the custody or control of the **Insured** including the private premises of the **Insured** or any director partner or **Employee** of the **Insured** or at any other place at which the **Insured** is engaged in the course of business not being **Premises** belonging to or in the custody or control of the **Insured**

Territorial Limits

The Channel Islands Great Britain Northern Ireland the Isle of Man and the Republic of Ireland including transit by sea between any such territories and also

- a in respect of liability arising from the use of a **Vehicle** in any country which is a member of the European Community and any other country in respect of which the Commission of the European Economic Community is satisfied that the arrangements have been made to meet the requirements of Article 7 (2) of the E.C. Directive on Insurance of Civil Liabilities arising from the Use of motor vehicles (No. 72/166/CEE) but only as is compulsorily insurable in such country including costs and expenses incurred with **The Insurers'** consent
- b in respect of liability arising otherwise than from the use of a **Vehicle** anywhere in the world in respect of the acts or omissions of directors partners or **Employees** normally resident in the Channel Isles Great Britain Northern Ireland the Isle of Man and the Republic of Ireland but temporarily engaged in the **Business** outside such territories

Theft

Theft means theft or attempted theft involving forcible and violent entry to or exit from the Policyholder's premises or other premises as described in the Policy but in respect of **Vehicles Theft** shall mean theft or attempted theft excluding conversion (see Section 3b)

The Insurers

Insurance Corporation of the Channel Islands Ltd

Vehicle

- a any motor vehicle trailer or agricultural implement belonging to or hired to or leased to the **Insured** or the insured custody or control in the course of the **Business** or in the custody or control of any sub-contractor of the **Insured** not being
 - i a steam-driven vehicle
 - ii a goods carrying vehicle whilst being used for hire or reward (other than for demonstration tuition or driving tests) unless such has been notified to **The Insurers** and accepted by them
- b any vehicle (mechanically propelled or otherwise) attached to a motor vehicle for the purposes of being towed or on a motor vehicle or trailer described in paragraph a above

including accessories or spare parts thereon relating to such **vehicles**

Section 1 – Material Damage

A COVER

The **Property** Insured described in the Schedule belonging to the **Insured** or for which the **Insured** is legally responsible is covered for the necessary and reasonable costs of repairing replacing reinstating or restoring **Damage** by any cause not excluded and not an exception including costs and expenses necessarily incurred in removing debris demolishing shoring up or propping following such **Damage** and in respect of fixed external glass at the **Premises** the cost of necessary boarding or pending replacement following **Damage** covered by this Section

B ADDITIONAL COVER

Except for **Premises** where **Theft** is shown as inoperative in the Schedule this Section also covers

Replacement of Locks

Costs incurred as a result of the necessary replacement of locks at the **Premises** following Theft of keys from the **Premises** or from the home of any director partner or authorised by the **Insured** to hold such keys provided that **The Insurers'** liability shall not include the cost of replacing the locks of any safe or strongroom if the keys to such locks are left on the **Premises** whilst closed for business or exceed £5,000 any one occurrence

The Premises

Damage to the **Premises** caused by **Theft**

C EXTENSIONS

Architects Surveyors & Legal Fees

Following **Damage** covered by this Section **The Insurers** will also pay for architects' surveyors' consultants' and legal fees necessarily incurred in the reinstatement of the **Buildings** and **Business Equipment** but not for preparing any claim

Public Authorities' Requirements

Following **Damage** covered by this Section **The Insurers** will also pay for the additional cost of reinstatement of the **Buildings** incurred solely to comply with the requirements of a public authority arising from planning legislation but excluding

- a costs incurred in complying with such legislation under which notice has been served upon the **Insured** prior to the happening of the **Damage** or in respect of undamaged parts of such **Property**
- b the amount of any rate tax duty development or other charge or assessment which may become payable following compliance with such requirements

Capital Additions

The insurance by each Item of this Section on **Buildings** extends to cover any newly acquired **Property** if it is not otherwise insured and alterations and improvements to the **Property** but not in respect of appreciation in value during the current Period of Insurance provided that

- a at any one situation this cover will not exceed 10 per cent of the total of the Sums Insured on such **Property** or £50,000 whichever is the less
- b the **Insured** undertakes to give particulars of such **Property** each six months and to elect specific insurance on it retrospective to the date of the commencement of **The Insurers'** liability

Contracting Purchaser

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

Mortgagee Non-Invalidation

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

Non-Invalidation (Let Premises)

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

Property removed

This Section also covers **Damage** to **Business Equipment** (other than personal effects belonging to the **Insured** or any director partner or **Employee** of the **Insured**) whilst temporarily removed from the **Premises** within the **Territorial Limits** if **Damage** is caused by a cause covered by this Section provided that **The Insurers'** liability should not exceed the limit shown in the Schedule

Spontaneous Combustion of Coal

The Insurance by this Section extends to include **Damage** to coal coke and wood blocks caused by its own spontaneous heating or combustion whether fire ensues or not

Stock Declaration

The insurance on **Stock** (only when shown as such in the Schedule) is subject to the following provisions

The First and Annual premiums for the item(s) are provisional and are subject to adjustment as hereinafter provided

- a The value of the **Property** on the last day of each calendar month (or in respect of quarterly declaration the last day of the appropriate months) shall be declared in writing by the **Insured** to **The Insurers** within thirty days of the end of each Period of Insurance and if a declaration is not provided the **Insured** shall be deemed to have declared Sum Insured as the value
- b On the expiry of each Period of Insurance the actual premium shall be calculated at the rate per cent per annum applicable on the average amount declared
- c If the actual premium is greater than the first premium or the annual premium thereafter the **Insured** shall pay the difference and if it be less the difference shall be repaid to the **Insured**

D ADDITIONAL PROPERTY COVERED

This Section extends to cover **Damage** to the following **Property** if it is owned by the **Insured** or the **Insured** is legally responsible for it

Television Aerials

Radio television and satellite aerials their fixtures or masts at the **Premises**

Underground Pipes and Cables

Underground water gas electricity sewage drainage or telephone pipes wires or cables extending from the **Premises** to the public main

Sanitary Fittings

Fixed sanitary ware and fittings in the **Buildings** situated at the **Premises**

E LIMITS OF LIABILITY

The Insurers' liability during any one Period of Insurance shall not exceed in respect of

- 1 any **Property** specified in the Schedule including **Stock of Vehicles** - the Sum Insured set against it
- 2 personal effects or tools belonging to the **Insured** or any director partner customer or **Employee** of the **Insured** - £500 any one person

- 3 **Damage** to the **Premises** caused by **Theft** - the cost of repairs
- 4 any one **Vehicle** - £100,000 or the trade value of the **Vehicle** whichever is the lower

Index Linking

The Sums Insured in the Schedule for **Buildings Business Equipment** or **Stock** will be automatically increased in accordance with the relevant sections of the Index of Retail Prices as issued by the States of Guernsey and Jersey or an alternative index selected by **The Insurers**

Provided that

- 1 any adjustments made to the Sum Insured will be based on the latest figures available to **The Insurers**
- 2 at each renewal the premium will be calculated on the adjusted Sum Insured then in force

Protection after loss

The Sums Insured on any **Buildings** or **Business Equipment** items which sustain **Damage** by a cause covered by this Section will continue to be Index-linked following such **Damage** while the **Property** is being repaired replaced restored or reinstated provided that the **Insured** takes all reasonable steps to ensure that the reinstatement is carried out without undue delay

F CLAIMS SETTLEMENT

Following **Damage** covered under this Section other than **Damage** to any **Vehicle** or **Stock of Vehicles** **The Insurers** will pay the cost of restoring repairing replacing or reinstating the **Property** equal to its condition when new provided that

- 1 this is carried out without delay and in the most economical manner
- 2 when any **Property** is partially damaged **The Insurers'** liability shall not exceed the reinstatement cost that would have been incurred had it been wholly destroyed
- 3 no payment will be made until reinstatement has been carried out
- 4 if the damaged **Property** is not reinstated a loss will be settled after allowance for depreciation
- 5 in respect of deeds documents and business books **The Insurers'** liability shall not exceed their value as stationery together with the clerical cost of re-writing
- 6 **The Insurers** shall not be liable for any cost the Policyholder was due to incur as part of any planned refurbishment or restoration of the **Property**

Underinsurance

Each item on **Buildings** and **Business Equipment** is declared to be subject to the following Underinsurance Condition

If at the time of **Damage** the Sum Insured on any Item is less than 85% of the reinstatement cost of the **Property** covered by such item then the **Insured** shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly

Following **Damage** to **Property** other than **Buildings** and **Business Equipment** above each item is declared to be subject to the following Underinsurance Condition

If at the time of **Damage** the Sum Insured on any Item is less than the value of the **Property** covered by such item then the **Insured** shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly

This clause is not applicable to Items solely being private dwellings Rent debris removal professional fees documents manuscripts business books computer systems records patterns models moulds plans and designs

Limit of Liability

The Insurers' maximum liability in the event of **Damage** shall be the Sum Insured applicable to the item which has incurred **Damage**

G EXCEPTIONS

The Insurers will not be liable under this Section

- 1 for **Damage** to
 - a railway locomotives or rolling stock watercraft or aircraft
 - b cash bank notes cheques securities for money stamps deed bonds bills of exchange or promissory notes
 - c **Property** in transit except as provided for under paragraph C Extensions of this Section
 - d **Property** or structures in course of construction or erection and materials or supplies in connection with all such **Property** in course of construction or erection
 - e livestock growing crops or trees
 - f blinds or signs not securely fixed to the **Premises**
 - g moveable **Property** in the open other than **Vehicles** or fences or gates by wind rain hail sleet snow flood or dust
 - h land roads pavements piers jetties bridges culverts or excavations
- 2 for **Damage** arising from **Theft** of attempted **Theft** to **Property** outside the **Premises** or in any garden yard open space or outbuilding (other than **Stock of Vehicles**)
- 3 for **Damage** to glass (other than fixed external glass) china earthenware marble or other fragile or brittle objects unless caused by fire lightning explosion aircraft earthquake riot civil commotion strikes locked-out workers persons taking part in labour disturbances malicious persons storm flood bursting overflowing discharging or leaking of water tanks apparatus or pipes or impact by any mechanically propelled vehicle or rail rolling stock or any animal
- 4
 - a for **Damage** due to disappearance unexplained or inventory shortage misfiling or misplacing of information
 - b for cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers
- 5 for **Damage** caused by
 - a faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration wear and tear or frost
 - b corrosion rust dampness dryness wet or dry rot shrinkage evaporation loss of weight contamination pollution change in temperature colour flavour texture of finish vermin insects marring or scratching
 - c subsidence ground heave or landslip or the normal settlement or bedding down of new structures
 - d collapse or cracking of buildings
 - e bursting overflowing discharging or leaking of water tanks apparatus or pipes when the **Premises** are empty or disused
 - f acts of fraud or dishonesty
- 6 for **Damage** to **Property** caused by
 - a its own mechanical or electrical breakdown or derangement
 - b use contrary to the manufacturers' instructions
 - c its undergoing any process of production packing treatment testing commissioning **Repair Servicing or Maintenance**
- 7 for **Damage** attributable solely to change in the water table level
- 8 for consequential loss of any kind

Section 2 – Business Interruption

THIS SECTION IS ONLY OPERATIVE IF SHOWN IN THE SCHEDULE

Definitions

Turnover

The money paid or payable to the **Insured** for services rendered and for goods sold in the course of the **Business**

Gross Profit

The actual amount by which the **Turnover** plus the value of closing stock and work in progress exceeds purchases plus the value of the opening stock and work in progress calculated on the position on the first date of each Period of Insurance

Rate of Gross Profit

Gross Profit expressed as a percentage of standard **Turnover**

Indemnity Period

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

Maximum Indemnity Period

As stated in the Schedule

Rate of Trading Profit

The rate of Trading Profit earned on the **Turnover** during the financial year immediately before the date of the **Damage** - adjusted as may be necessary to provide for variations in or other circumstances affecting the **Business** so that the adjusted figures shall represent as far as possible the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

Annual Turnover

The **Turnover** during the twelve months immediately before the date of the **Damage** - adjusted as may be necessary to provide for variations in other circumstances affecting the **Business** so that the adjusted figures shall represent as far as possible the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

Standard Turnover

The **Annual Turnover** immediately before the date of the **Damage** which corresponds with the **Indemnity Period** - adjusted as may be necessary to provide for variations in or other circumstances affecting the **Business** so that the adjusted figures shall represent as far as possible the results which but for the **Damage** would have been obtained the relative period after the **Damage**

A COVER

If the **Business** is interrupted because of

- 1 **Damage** for which **The Insurers** have admitted liability under Section 1 - Material Damage
- 2 **Damage** to property in the vicinity of the **Premises** by a cause covered under Section 1 - Material Damage which hinders or prevents access to the **Premises**

The Insurers will pay for the trading loss during the period beginning with the occurrence of **Damage** and ending not later than the **Maximum Indemnity Period** shown in the Schedule thereafter during which the results of the **Business** shall be affected in consequence of the **Damage** in accordance with paragraph C Claims Settlement of this section

B LIMIT OF LIABILITY

The Insurers' liability for all loss resulting from interruption of the **Business** arising during any one Period of Insurance shall not exceed the Sum Insured stated in the Schedule

C CLAIMS SETTLEMENT

The Insurers will pay

- 1 in respect of reduction in sales - the reduction in **Gross Profit** on any shortfall in expected sales less any charges or expenses which are reduced because of the interruption
- 2 in respect of additional expenditure - that reasonably incurred to avoid a reduction in receipts (but not exceeding the amount which would otherwise have been payable under C 1 above)
- 3 in respect of professional accountants' charges - those reasonably incurred by the **Insured** for producing and certifying any particulars required by **The Insurers** in connection with the investigation and verification of a claim

Underinsurance

If at the time of **Damage** the Sum Insured by this item be less than the sum produced by applying the **Rate of Gross Profit** to the annual turnover (or to a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve months) the amount payable shall be proportionately reduced

Alternative Accommodation

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

D DECLARATION LINKED EXTENSION

(applicable only when shown as such in the Schedule)

The Underinsurance Clause in the Policy is cancelled and the following clauses are added:-

Renewal

Prior to each renewal the **Insured** shall provide **The Insurers** with an estimate of the amount representing not less than the **Gross Profit** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the Period of Insurance referred to in the policy as the Estimate. If the **Maximum Indemnity Period** exceeds twelve months **The Insurers** will increase the declared amount proportionately to arrive at the Estimate

Limit of Liability

The Insurers' liability in respect of **Gross Profit** shall not exceed 133½% of the Estimate

Premium Adjustment

The first premium and renewal premiums are provisional and are based on the Estimate. Not more than six months after the expiry of the Period of Insurance the **Insured** shall provide **The Insurers** with a declaration confirmed by the **Insured's** auditors of the **Gross Profit** earned during the financial year most nearly concurrent with that Period of Insurance

If the declared amount is less than the Estimate stated in the Schedule for that Period of Insurance **The Insurers** will allow a pro-rata premium refund

If any **Damage** has occurred giving rise to a claim for loss of **Gross Profit** **The Insurers** will increase the declaration for the purpose of premium adjustment by the amount by which the **Gross Profit** was reduced during the Period of Insurance in consequence of the **Damage**

E SUPPLIERS EXTENSION

Loss as insured by this Section resulting from interruption of or interference with the **Business** in consequence of **Damage** to property specified in the Schedule shall be deemed to be loss resulting from **Damage** to property used by the **Insured** at the **Premises**

Provided that the liability of **The Insurers** under this extension shall not exceed the following percentages of either

- 1 the Sum Insured where the amount on the Schedule is shown as a Sum Insured
- 2 133⅓% of the Estimated Gross Profit where the amount on the Schedule is shown as Estimated Gross Profit
 - a the **Premises** of any motor vehicle manufacturer supplying them with components or materials all situate in the Channel Islands Great Britain Northern Ireland the Isle of Man and the Republic of Ireland
- 25%
 - b the **Premises** of any Company from which the **Insured** obtains regular supplies of motor fuel all situate in the Channel Islands Great Britain Northern Ireland the Isle of Man and the Republic of Ireland
- 12.5%
 - c new vehicles whilst stored at premises not in the occupation of the **Insured** all situate in the Channel Islands Great Britain Northern Ireland the Isle of Man and the Republic of Ireland
- 10%

Section 3A – Money

THIS SECTION IS ONLY OPERATIVE IF SHOWN AS SUCH IN THE SCHEDULE

A COVER

Whilst within the **Territorial Limits**

- 1 **Money** is covered against **Damage**
- 2 any safe strongroom case cash box bag or waistcoat used for the storage or carriage of **Money** is covered against **Damage** as a result of **Theft** or attempted **Theft** of **Money**
whilst
 - i in the **Insured's Premises**
 - ii in transit
 - iii in a bank night safe until removed by an authorised bank official
 - iv in the dwelling of the **Insured** or of any person to whom such **Money** is entrustedup to the Limits of Liability below in respect of any one occurrence

B LIMITS OF LIABILITY

- 1 Crossed Cheques Crossed Girocheques Crossed Bankers' Drafts Crossed Money Orders Crossed Postal Orders used National Insurance Stamps National Savings Certificates Credit Company Sales Vouchers V.A.T. Purchase Invoices and used units in franking machines £250,000
- 2 **Money** (other than 1 above)
 - a in the **Premises** when closed for business and not contained in a locked safe or strongroom £250
 - b in the dwelling of the **Insured** or of any person to whom such **Money** is entrusted £500
- 3 **Money** (other than 1 above)
in the **Premises** when closed for business and contained in a locked safe or strongroom £1,000
- 4 **Money** (other than 1 to 3 above)
 - a in the **Premises** when open for business
 - b in transit
 - c in bank night safe until removed by an authorised bank official
£10,000 provided that **The Insurers'** liability in respect of **Money** in transit under 4b shall be restricted to £5,000 unless such **Money** is in the custody of at least two able bodied persons

C EXCEPTIONS

The Insurers will not be liable under this Section for

- 1
 - a **Damage** due to error or omission in receipts payments or accounting practice
 - b consequential loss of any kind
- 2 **Damage** due to the dishonesty of any director partner or **Employee** of the **Insured** unless discovered within seven working days of its occurrence
- 3 **Damage** resulting from a safe or strongroom being opened by the use of a key or a combination code through the key or combination code having been left on the **Premises** whilst closed for business
- 4 Loss from any unattended motor vehicle

Section 3B – Conversion

THIS SECTION IS ONLY OPERATIVE IF SECTION 3A IS OPERATIVE

Provided the **Insured** has acted in good faith and with reasonable care **The Insurers** will indemnify the **Insured** against 80% of the loss in respect of legal liability which the **Insured** may sustain in connection with any **Vehicle** purchased during the Period of Insurance by the **Insured** in respect of which:

- a the true owner has made a claim for the return of the **Vehicle** or its value
- b the person to whom the **Insured** has purported to sell the **Vehicle** has made a claim for damages for breach of implied warranty of title

This indemnity is limited to the sum of £10,000 in respect of any number of **Vehicles** purchased by the **Insured** during any one Period of Insurance

Notice of any claim or potential claim must be given to **The Insurers** within a period of twelve months from the date on which the **Vehicle** was purchased by the **Insured**

Section 3C – Personal Accident (Assault)

THIS SECTION IS ONLY OPERATIVE IF SECTION 3A IS OPERATIVE



Definitions

Insured Person

- a the **Insured** or any director partner or **Employee** of the **Insured** or
- b any person to whom the **Insured** has entrusted **Money** other than an **Employee** of a professional security company or organisation

A COVER

If an **Insured Person** suffers accidental bodily injury as described below as a direct result of robbery or attempted robbery in the course of the **Business The Insurers** will pay the relevant sum specified below

- 1 bodily injury which within twenty four months from its occurrence is the sole and direct cause of
 - a death or
 - b loss of one or more limbs by physical separation at or above the wrist or ankle or
 - c permanent and total loss of use of one or both hands or feet or
 - d total and irrecoverable loss of sight in one or both eyes
- 2 bodily injury not resulting in loss of limbs or sight as defined in 1 which is the sole and direct cause of the **Insured Person** being totally disabled and prevented from attending to any business or occupation with proof satisfactory to **The Insurers** that such disablement has continued for twelve months from its occurrence and will in all probability continue for the remainder of the **Insured Person's** life
- 3 bodily injury which is the sole and direct cause of the **Insured Person** being totally disabled and prevented from attending to his occupation
compensation for the period of such disablement but not exceeding 104 weeks £50 per week
provided that
 - a **The Insurers** shall be liable to make only one payment under 1 and 2 in respect of any one **Insured Person** resulting from an accident
 - b weekly compensation under 3 shall become payable when the period of disablement has been ascertained and the total amount agreed or at the request of the **Insured** at intervals of not less than four weeks
 - c the **Insured Person** shall act upon medical or surgical advice as soon as practicable and submit to medical examination at **The Insurers'** expense and as often as they require

B ADDITIONAL COVER

Damage to Clothing and Personal Effects

If Clothing or Personal Effects (excluding jewellery and watches) of an **Insured Person** sustain **Damage** as a direct result of robbery or attempted robbery in the course of the **Business The Insurers** will make good such **Damage** up to £500 any one **Insured Person**

Medical Expenses

The Insurers will pay to the **Insured Person** Medical Expenses necessarily incurred in treatment of the **Insured Person** subject to a limitation of 15% of **COVER 2** incurred as a direct result of robbery or attempted robbery in the course of the **Business**

Section 4 - Refrigerated Stock

THIS SECTION IS OPERATIVE ONLY IF SHOWN AS SUCH IN SCHEDULE

A COVER

Refrigerated Stock is covered against **Damage** at the **Premises** as a result of deterioration or putrefaction caused by

- 1 a rise in temperature as a result of
 - a breakdown of or **Damage** to the refrigerator
 - b non-operation of any thermostatic or automatic controlling devices pertaining to the refrigerator
 - c accidental failure of the public supply of electricity not occasioned by the deliberate act of the supply authority
- 2 action of refrigerant fumes escaping from the refrigerator

B LIMITS OF LIABILITY

The Insurers' liability during any one Period of Insurance shall not exceed in respect of each unit specified in the Schedule the Sum Insured set against it

Index-Linking

The Sum Insured in the Schedule will be automatically increased in accordance with the relevant sections of the Index of Retail Prices as issued by the States of Guernsey and Jersey (or at **The Insurers'** option an alternative index)

Provided that

- a any adjustment made to the Sum Insured will be based on the latest figures available to **The Insurers**
- b at each renewal the premium will be calculated on the adjusted Sum Insured then in force

C UNDERINSURANCE

If at the time of **Damage** the total of the Sums Insured specified in the Schedule is less than 85% of the value of the **Property** covered by this Section **The Insurers** shall bear only that proportion of the **Damage** which the total of the Sums Insured bear to the total value

D EXCEPTIONS

The Insurers will not be liable under this Section for **Damage**

- 1 caused by any wilful act or wilful neglect by the **Insured** or any director partner or **Employee** of the **Insured**
- 2 **Damage** to food in any unit more than ten years old

Section 5 - Employers' Liability

THIS SECTION IS ONLY OPERATIVE ONLY IF SHOWN AS SUCH IN SCHEDULE

A COVER

- 1 In the event of **Injury** caused during the Period of Insurance to any **Employee** while employed in the **Territorial Limits** and arising out of and in the course of their employment by the **Insured** **The Insurers** will subject to the Limit of Liability as specified in the Schedule
- a indemnify the **Insured** against liability at law for damages and claimants' costs and expenses incurred in respect of such **Injury**
 - b indemnify in the terms of this section
 - a if the **Insured** so requests
 - i any director or **Employee** in respect of liability for which the **Insured** would have been entitled to indemnity if the claim had been made against him
 - ii any officer or member of the **Insured's** canteen social sports or welfare organisations and the fire first-aid and ambulance services
 - b any Principal on whose behalf the **Insured** in the course of the **Business** is undertaking work to the extent that the contract between the **Insured** and such Principal so requires in respect of liability arising from the performance of such work
 - c the legal personal representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person

If **The Insurers** are liable to indemnify more than one party the total amount of indemnity to all such parties including the **Insured** shall not exceed the Limits of Liability

- 2 If **The Insured** comprises more than one party (which term in the case of a Partnership includes each individual partner) **The Insurers** will indemnify each in the terms of this Policy against liability incurred to the other as if such was not included as an **Insured**
- 3 **The Insurers** will in addition pay
- a solicitors' fees for representation at any Coroner's Inquest or fatal inquiry or Court of Summary Jurisdiction in respect of any event which may be the subject of indemnity under 1 above
 - b costs and expenses incurred with their written consent

Health & Safety at Work Law

The Insurers will at the request of the **Insured** indemnify any **Employee** or director of the **Insured** against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the relevant Health and Safety legislation applicable in Great Britain Northern Ireland the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of **The Insurers** in an appeal against conviction arising from such proceedings

Provided that **The Insurers** shall not be liable for the payment of fines or penalties

Unsatisfied Court Judgements

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

Provided that

- a there is no appeal outstanding
- b if any payment is made hereunder the **Employee** or the personal representatives of the **Employee** shall assign the judgement to **The Insurers**

Compensation for Court Attendance

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

- | | | |
|---|--|------|
| a | any director partner of the Insured | £250 |
| b | any Employee | £100 |

Right of Recovery Clause

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

B EXCEPTIONS

This section does not cover liability in respect of

- a **Injury** arising in connection with work on offshore installations or transit thereto or therefrom
- b **Injury** arising when any **Employee** is
 - i carried in or upon a vehicle
 - ii entering or getting on to or alighting from a vehiclein circumstances where any road traffic legalisation requires insurance or security
- c racing

Section 6 – Engineering

THIS SECTION IS ONLY OPERATIVE IF SHOWN AS SUCH IN THE SCHEDULE

Plant

Contingency

The insurance by this Section will indemnify the **Insured** against the cost of making good insured damage to the **Plant** subject to the duration of the excess and to the limit of liability and to the provision of inspection services

Definitions

Plant

All integral parts of the items listed in the attached **Plant** Schedules other than those parts specified in such Schedules as being excluded

Insured Damage

As defined below occurring at the Location during the currency of the policy subject in respect of any one occurrence to the deduction of the Excess and to the Limit of Liability The cover applying to each item of **Plant** is indicated by one of the following cover code references set against it in the **Plant** Schedules

Location

The situations stated in the **Plant** Schedules or other situations in the Channel Islands Great Britain Northern Ireland the Isle of Man and the Republic of Ireland at which the **Plant** may be temporarily located including transit (other than by sea or air)

A SETTLEMENT

Options for Settlement

The Insurers may at its option repair reinstate or replace as new the insured **Plant** or other insured property or pay the amount of the **Damage** **The Insurers'** shall in no case be liable for the cost of any alterations additions improvements modifications or overhauls

B AUTOMATIC COVER

The **Plant** listed in the **Plant** Schedules shall be deemed to include for a period not exceeding twelve months additional **Plant** which is installed and ready for use and which is of category which the **Insured** has previously declared his intention to insure provided always that:

- a such additional **Plant** is free from material defects known to the **Insured** and complies with any statutory obligation concerning its examination and certification
- b that the **Insured** shall inform **The Insurers** as soon as possible of the installation of such additional **Plant** and pay premium on the basis agreed between the **Insured** and **The Insurers** from the date of such installation

If following inspection any such item of additional **Plant** proves to be unacceptable to **The Insurers** the **Insured** will be notified in writing and the insurance provided by this Section on such item shall terminate forthwith

C REPAIRS

The **Insured** may proceed with minor repairs to the **Plant** without prejudice to the liability of **The Insurers** provided that notice and full particulars of the repairs are given to **The Insurers** forthwith and any damaged parts are kept for inspection

Other repairs to the **Plant** shall be carried out with the consent of **The Insurers** and the insurance shall be suspended as regards **Damage** or liability arising out of the operation of the **Plant** concerned until the repairs have been completed to the satisfaction of **The Insurers**

D PRECAUTIONS

The **Insured** shall take all reasonable steps to ensure the **Plant** is properly maintained and all reasonable precautions to prevent damage to and accidents involving the **Plant**

E WORKING CONDITIONS

The Insurers shall be notified forthwith of any proposed alteration of or addition to or change of circumstances materially affecting the working conditions of the **Plant**

F INSPECTIONS

The Insurers shall have the right to examine the insured **Plant** at all reasonable times during the Period of Insurance **The Insurers** will make periodical examination of such **Plant** and report thereon The **Insured** agrees to have the **Plant** properly prepared at his own expense for such examination as may be required

Unless otherwise agreed **The Insurers** shall not carry out or witness any ultrasonic radiographic or other special tests of a non-routine character nor in the case of Lifting and Handling **Plant** any proof stability anchorage or similar test The Examinations and Reports referred to shall be carried out by British Engine

G ADDITIONAL EXPENSES

Reasonable additional expenses (when previously approved by **The Insurer** but not otherwise) incurred in making a temporary repair of Insured **Damage** to the **Plant** or in expediting the permanent repair of such damage provided that the amount payable in respect of each and every occurrence shall not exceed £1,500

H EXCEPTIONS

Wear and Tear and the like

Except and so far as specifically provided by this Section **The Insurers** shall not be liable for the cost of the remedying or making good:

- a wear and tear and gradual deterioration whether by wasting grooving rust corrosion erosion or otherwise nor for the cost of maintenance work generally
- b gradually developing defects flaws deformation distortion cracks or partial fractures
- c loose parts of defective joints or seams unless directly due to overheating caused by general deficiency of water in Boiler and Pressure Plant

But insured **Damage** resulting from any of the foregoing is not excluded

Repairs and the like

Damage caused by the application of any tool or process to an insured item in the course of maintenance inspection repair alteration modification or overhaul thereof

The Insurers shall not in any event be liable for:

Exceptional Working Conditions

- a damage to **Plant** and other insured arising out of and during hydraulic tests of Boiler and Pressure Plant
- b damage or liability arising out of **Plant** being subjected to other tests involving abnormal stresses or arising out of **Plant** being intentionally overloaded
- c damage or liability arising out of any raising or lowering operation in which a single load is shared between any item of Lifting and Handling Plant and any other lifting equipment (whether insured hereunder or not) unless otherwise agree and endorsed hereon

Relevelling

The cost of the relevelling Low Pressure Storage Plant due to subsidence or ground movement unless accompanied by Insured Damage to the **Plant**

Deliberate Act or Neglect

Damage or liability arising out of deliberate act omission or neglect of the **Insured**

I EXCLUDED PARTS

- a foundations masonry brickwork and chimneys
- b exchangeable or detachable tools and appliances or belts ropes or conveyor belts or bands parts made of glass or parts requiring frequent renewal in the normal course of operations
- c in the case of mobile plant:-
 - i batteries trailing cables of flexible hoses
 - ii tyres when damaged by the application of brakes or by cuts bursts or punctures
- d in the case of Boiler and Pressure Plant and Low Pressure Storage Plant:-
 - i pipes buried in the ground or in concrete masonry or brickwork
 - ii electrical and mechanical ancillary equipment unless specifically listed

J LIMIT OF LIABILITY

The amount payable in respect of each occurrence shall not exceed £100,000

K EXCESS

The sum of £100 shall be deducted as excess from the amount payable by **The Insurers** in respect of the indemnifiable damage arising out of each occurrence

Section 7 – Personal Accident

THIS SECTION IS ONLY OPERATIVE IF SHOWN AS SUCH IN THE SCHEDULE

Definitions

Bodily Injury

accidental bodily injury drowning gassing or poisoning or exposure to the elements of an **Insured Person** resulting in **Death** or **Disablement**

Note: Bodily Injury does not include

- a sickness and disease unless resulting from a mishap
- b pregnancy or childbirth or other naturally occurring conditions

Death

Bodily Injury which within twenty four months from its occurrence is the sole and direct cause of death

Disablement

means **Loss of Limbs** or **Sight Permanent Total Disablement Temporary Total Disablement** or **Temporary Partial Disablement**

Loss of Limbs

Bodily Injury which within twenty four months from its occurrence is the sole and direct cause of

- a loss of one or more limbs by physical separation at or above the wrist or ankle or
- b permanent and total loss of use of one or both hands or feet or
- c total and irrecoverable loss of sight in one or both eyes

Permanent Total Disablement

Bodily Injury (not resulting in **Loss of Limbs** or **Sight**) which is the sole and direct cause of the **Insured Person** being totally disabled and prevented from attending to any business or occupation with proof satisfactory to **The Insurers** that such **Disablement** has continued for one year from the date of the occurrence and will in all probability continue for the remainder of the **Insured Person's** life

Temporary Total Disablement

Bodily Injury which is the sole and direct cause of the **Insured Person** being totally disabled and prevented from attending to his business or occupation

Temporary Partial Disablement

Bodily Injury which is the sole and direct cause of the **Insured Person** being partially disabled and prevented from attending to a substantial part of his business or occupation

Insured Person

The person or persons named in the Schedule

A COVER

If an **Insured Person** suffers **Bodily Injury** **The Insurers** will pay to the **Insured** or his legal personal representatives the relevant Benefit for **Death** or **Disablement** of such **Insured Person** specified in Basis of Compensation

B BASIS OF COMPENSATION

The Benefits applicable to each **Insured Person** are shown in the Schedule and the compensation payable will be in respect of

- 1 **Death** Benefit 1
- 2 **Loss of Limbs or Sight** Double Benefit 1
- 3 **Permanent Total Disablement** Double Benefit 1
- 4 **Temporary Total Disablement** - Benefit 2 but excluding the first number of weeks of each period of **Disablement** shown in the Schedule
- 5 **Temporary Partial Disablement** - 50 % of Benefit 2 but excluding the first number of weeks of each period of **Disablement** shown in the Schedule

provided that

- a compensation will not be payable in respect of any one **Insured Person** under more than one of 1 to 3 above and when compensation becomes payable under 1 to 3 **The Insurers'** liability in respect of the **Insured Person** concerned shall cease
- b when compensation under 3 becomes payable such payment may at the request of the **Insured** or his legal personal representatives be deferred until the expiry of 104 weeks or the **Insured Person's** earlier **Death** Such deferment shall not prejudice the **Insured's** claim to weekly compensation under 4
- c compensation under 4 and 5 above cannot be claimed in respect of any one **Insured Person**
 - i concurrently for the same period
 - ii under either or both 4 and 5 for a period exceeding 104 weeks from the commencement of the **Disablement**
- d compensation under 4 and 5 above shall become payable when the period of **Disablement** has been ascertained and the total amount agreed or at the request of the **Insured** at intervals of not less than four weeks
- e the **Insured** will undertake to refund to **The Insurers** any sum paid in respect of an **Insured Person's** presumed **Death** if subsequently it is established that the **Insured Person** is alive
- f the compensation payable will be reduced by the percentage shown below in the event of **Bodily Injury** sustained while the **Insured Person** is engaged in
 - aqualung diving } 25%
 - association football } 25%
 - hunting } 25%
 - water ski-ing } 25%
 - motor cycling } 50%
 - point-to-point } 50%
 - rugby football } 50%
 - winter sports } 50%

C CLAIMS CONDITIONS

In the event of a claim under this Section

- 1 the **Insured Person** shall act upon medical or surgical advice as soon as practicable and submit to medical examination at **The Insurers'** expense as often as they require
- 2 reasonable notice shall be given to **The Insurers** before interment cremation or the holding of any inquest enquiry or proceeding concerning the **Death** or disappearance of an **Insured Person**

D EXCEPTIONS

The Insurers will not be liable under this Section for **Death** or **Disablement** directly or indirectly resulting from

1 an **Insured Person**

- a committing or attempting to commit suicide or intentionally inflicting self-injury
- b flying or taking part in other aerial activities except whilst travelling in an aircraft as a passenger and not as aircrew
- c taking part in mountain or rock climbing necessitating the use of ropes or guides potholing caving racing of any kind (other than on foot or yachting on inland or territorial waters) or ski-jumping

2 a cause gradually operating upon an **Insured Person**

3 alcoholism or drug addiction of an **Insured Person**

4 any physical or mental defect or infirmity which was known to the **Insured** or **Insured Person** at the time of the occurrence of **Bodily Injury** unless it has been declared to and accepted in writing by **The Insurers** However if the period of **Disablement** is prolonged but not directly or indirectly caused by such physical or mental defect or infirmity **The Insurers** will pay for that period of **Disablement** which would have arisen had the physical or mental defect or infirmity not existed

5 **Human Immunodeficiency Virus**

No Section of this policy shall apply in respect of and this policy does not cover any claim arising directly or indirectly from any injury illness **Death** loss expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused

Section 8 – Public Liability

THIS SECTION IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

A COVER

In respect of the **Business** at the **Premises** or within the **Territorial Limits** **The Insurers** will subject to the Limits of Liability in the Schedule indemnify the **Insured**

- 1 **Injury** to any person other than an **Employee**
- 2 **Damage to Property**
 - a) happening in connection with the business and which occurs during the period of insurance within the **Territorial Limits**
 - b) notwithstanding the **Territorial Limits** happening anywhere in the world and caused to or by any **Vehicle** not belonging to the **Insured** and not hired or leased to him under a hire purchase agreement or **Vehicle** leasing or other agreement and not in his custody or control provided that liability arises from the **Repair Servicing or Maintenance** of such **Vehicle**
- 3 **Financial Loss**

B COMPENSATION FOR LOSS OR USE - CUSTOMER'S VEHICLE

Following **Damage** to a **Vehicle** belonging to a customer for which **The Insurers** have admitted liability under Section 1 - **Material Damage** **The Insurers** will indemnify the **Insured** in respect of his legal liability to pay for loss of use of such **Vehicle**

C LEASED AND RENTED PREMISES

Notwithstanding Exception 1a of this section **The Insurers** will also indemnify the **Insured** in the terms of this Section in respect of **Damage** to any building (including its fixtures and fittings) which is leased hired or rented to the **Insured** but **The Insurers** shall not be liable in respect of

- a) **Damage** to the contents of any such building
- b) the first £250 of each and every claim for **Damage** caused than by fire or explosion
- c) liability arising solely because of a contract

D DEFECTIVE PREMISES ACT

The Insurers will indemnify the **Insured** in the terms of this Section against legal liability incurred by the **Insured** under Section 3 of the Defective **Premises** Act 1972 or Section 5 of the Defective **Premises** (Northern Ireland) Order 1975 in respect of injury or **Damage** occurring within a period of seven years from the expiry or cancellation of this Section provided that **The Insurers** shall not be liable under this extension if the **Insured** is entitled to indemnify under any other insurance

E PRODUCTS LIABILITY

The Insurers will subject to the **Limits of Liability** in the Schedule indemnify the **Insured** against legal liability for damages and claimants' costs and expenses incurred in respect of

- 1 **Injury** to any person other than an **Employee**
- 2 **Damage to Property**

happening anywhere in the world during the Period of Insurance and caused by **Products** but **The Insurers** shall not be liable in respect of **Damage** to or the cost of recalling removing repairing or replacing products arising from a defect in or an error in connection with the sale or supply or presentation of such **Products** and all consequential losses flowing therefrom except in the case of **Damage** to a second-hand **Vehicle** sold or supplied by the **Insured** where such **Damage** arises from **Repair Servicing or Maintenance** (which term shall not include omission to carry out any **Repair Servicing**

or Maintenance) of such **Vehicle** by the **Insured** prior to sale but **The Insurers** shall not be liable for **Damage** to or the cost of removing repairing or replacing any part component of accessory which was the subject of the **Repair Servicing or Maintenance** giving rise to the liability of the **Insured**

F **MERCHANTABLE QUALITY**

The Insurers will indemnify the **Insured** against legal liability to pay damages to the purchaser of any motor vehicle or part component accessory or fuel sold or supplied by the **Insured** which is not of merchantable quality or which is not reasonably fit for the purpose for which it was required

In respect of this indemnity **The Insurers** shall not be liable

- a) for 10% of all such damages in respect of any part component accessory fuel or second-hand vehicle
- b) to pay an amount greater than £100,000 in respect of any one claim or number of claims arising out of one cause or in respect of any one motor vehicle and £250,000 in respect of all such claims in any one Period of Insurance
- c) in respect of **Injury** or **Damage** caused by goods sold or supplied
- d) for the cost of recalling removing repairing or replacing any motor vehicle or part component accessory or fuel sold or supplied by the **Insured**

G **EXCEPTIONS**

The Insurers shall not be liable in respect of

1. **Damage to Property**

- a) belonging to or in the custody or control of the **Insured** or any person claiming indemnity
 or
- b) in the custody or control of any director partner or **Employee**

Section 9 – Road Risks

THIS SECTION IS ONLY OPERATIVE IF SHOWN AS SUCH IN THE SCHEDULE

In respect of a **Vehicle** being used on a road within the meaning of the Road Traffic Acts or elsewhere not in or on the **Premises** or on land belonging to or in the custody or control of the **Insured** or the private premises of the **Insured** or any director partner or **Employee**

A DAMAGE TO VEHICLES

If a **Vehicle** sustains **Damage** **The Insurers** will indemnify the **Insured** by at their own option repairing or replacing the **Vehicle** or paying the amount of such **Damage** up to a maximum limit of £100,000 in respect of any one **Vehicle**

Compensation for Loss of Use - Customer's Vehicles

Following **Damage** insured by this Section to a **Vehicle** belonging to a customer **The Insurers** will indemnify the **Insured** in respect of his legal liability to pay compensation for loss of use of such **Vehicle**

B LIABILITY TO THE PUBLIC

The Insurers will subject to the Limits of Liability indemnify the **Insured** against legal liability for damages and claimant's costs and expenses incurred in respect of

- 1 **Injury** to any person including passengers
- 2 **Damage to Property**

happening in connection with the use of a **Vehicle** (including loading and unloading of a **Vehicle**)

Contingent Liability

The Insurers will also indemnify the **Insured** and no other person against legal liability in the terms of this sub-Section in respect of **Injury** or **Damage** happening in connection with the use of any motor vehicle

- a not belonging to or hired or leased to or provided by the **Insured** and being used in the course of the **Business**
or
- b which has been
 - i loaned by the **Insured** to a customer
 - ii hired by the **Insured** to a customer

whilst such customer's vehicle is in the **Insured's** hands for **Repair Servicing or Maintenance** but **The Insurers** shall not be liable in respect of any sum which the **Insured** shall become legally liable to pay by reason of his having caused or permitted a vehicle to be used without insurance complying with the Road Traffic Acts

but excluding **Damage** to any such motor vehicle

Exceptions to sub-Section B

The Insurers shall not be liable in respect of

- 1 **Injury** or **Damage** caused or arising beyond the limits of any carriageway or thoroughfare in connection with loading or unloading of a **Vehicle** by any person other than the driver or attendant
- 2 **Damage to Property**
 - a belonging to or in the custody or control of the **Insured** or any person claiming indemnity
or
 - b in the custody or control of any director partner or **Employee**

but this Exception shall not apply to liability incurred by the **Insured** for

- i **Damage** to the contents of a **Vehicle** belonging to a customer of the **Insured** up to a maximum limit of £500
 - ii Damage to directors' partners' or **Employees'** personal effects
- 3 Damage to foreign vehicles not imported for general retail sale in the United Kingdom by the manufacturers or their agents on their behalf without the prior written consent of **The Insurers**

C EXCEPTION TO SUB-SECTIONS A AND B

The Insurers shall not be liable in respect of **Injury** or **Damage** arising while a **Vehicle** is

- a being used with the consent of the **Insured** or of his representative otherwise than in accordance with the Limitations as to Use in the Certificate of Motor Insurance
- b being driven by the **Insured** unless he holds a licence to drive such **Vehicle** or had held and is not disqualified from holding or obtaining such a licence
- c being driven with the consent of the **Insured** or his representative by any person
 - i who is not specified in the Certificate of Motor Insurance
 - or
 - ii who the **Insured** or his representative knows does not hold a licence to drive the **Vehicle** unless he has held and is not disqualified for holding or obtaining such a licence

Provided that

a and c i shall not apply when a **Vehicle** is in the hands of a sub-contractor of the **Insured** for **Repair Servicing or Maintenance**

b and c shall not apply when a licence is not required by law

D OTHER CLAUSES

Emergency

The Insurers will indemnify any person using a **Vehicle** against liability under the Road Traffic Acts to pay for Emergency Treatment fees

Rallies Competitions and Trials

Whilst a **Vehicle** is used in a competition rally or trial this insurance shall be restricted to those liabilities for which insurance is compulsory by road traffic legislation This limitation shall not apply in respect of any event organised for the purpose of encouraging road safety in which the route shall not exceed 100 miles and no merit is attached to a competitor's performance on the road except in relation to good road behaviour and compliance with the Highway Code If such event includes driving tests the driving area shall not exceed 100 yards square and no test shall be timed

Right of Recovery

The **Insured** shall repay to **The Insurers** all sums paid by them under this Policy because of the requirements of any law if **The Insurers** would not have been liable to pay but for the provisions of such law

No Claims Discount

If no claim has been made under this Section during the following Periods of Insurance the next renewal premium will be reduced by the discount shown in the following scale

One year	10%
Two consecutive years	20%
Three consecutive years	30%

A single claim made after a 30% discount has been earned will reduce the discount at next renewal to 20% but the following will not affect the discount

- a payment for **Emergency Treatment**
- b payment in respect of breakage of windows or windscreens where this is the only **Damage** to the **Vehicle** other than scratching of the bodywork resulting from the glass breakage

Hiring or other Agreements

If **The Insurers** know that a **Vehicle** is hired leased or loaned to the **Insured** under a hire purchase agreement vehicle leasing or other agreement any payment shall be made to the owner whose receipt shall be a discharge of any claim under this Policy

Restriction in Cover

- a If the Policy Cover in the Schedule is stated to be Third Party Fire and Theft **The Insurers** shall be liable under sub-Section A only for **Damage** caused by fire lightning explosion theft or attempted theft or by the taking away of a **Vehicle** without the consent of the **Insured** and sub-Section A shall be read accordingly
- or
- b if the cover under this section is stated to be Third Party only in the Schedule **The Insurers** shall not be liable for **Damage** to **Vehicles** and sub-Section A is cancelled

Recovery and Redelivery

Following **Damage** to a **Vehicle** insured by this Section **The Insurers** will pay the reasonable cost of

- 1 protection or removal of a **Vehicle** (if disabled) to the nearest competent repairer
- 2 delivery after repair or after recovery of a **Vehicle** to the **Premises**

Damage Excess

The Insurers shall not be liable for the amount shown in the Schedule of any claim in respect of **Damage** to a **Vehicle** This amount shall be increased by the following amounts whilst such **Vehicle** is being driven by or is for the purpose of being driven in the charge of any person who

- a is under 21 years of age £200
- b
 - i is under 25 but not under 21 years of age or
 - ii holds a provisional licence to drive or has held a full licence to drive a vehicle of the same class as the **Vehicle** for less than twelve months or
 - iii does not hold a licence to drive but is driving in circumstances where a licence is not required by law £100

Provided that

- a if the name of any person or description of any class of persons is shown in the Schedule against this amount this Endorsement shall apply only whilst the **Vehicle** is being driven by or is in the charge of any of those persons
- b if a Registration Mark of a **Vehicle** is shown in the Schedule against such an amount this Endorsement shall apply in respect of the **Vehicle** bearing such Registration Mark
- c this Endorsement shall not apply in respect of **Damage** to a **Vehicle** caused by
 - i fire lightning explosion theft or attempted theft or the taking away of the **Vehicle** without the **Insured's** consent or
 - ii the breakage of windscreens or windows where this is the only **Damage** to the **Vehicle** other than scratching of bodywork resulting from the glass breakage

Deception

The Insurers shall not be liable in respect of loss of a **Vehicle** resulting from deception by a purported purchaser or his agent

Additional Clauses Applicable to Sections 8 & 9

A COSTS AND EXPENSES

The Insurers will pay in respect of any event which may be the subject of indemnity in addition to the Limits of Liability

- i advocates and/or solicitors' fees for representation at any Coroner's Inquest or fatal injury or Court of Summary Jurisdiction
- ii costs and expenses incurred with their written consent
- iii the costs of defence against a charge of manslaughter or causing death by reckless or dangerous driving

B CROSS LIABILITIES

If the Insured comprises more than one party (which in the case of partnership includes each individual partner) The Insurers will indemnify each in the terms of this Policy against liability incurred to the other as if such other was not included as an Insured

C INDEMNITY TO PERSONS OTHER THAN THE INSURED

In respect of any occurrence which may be the subject of indemnity under this Section The Insurers will also indemnify in the terms of this Policy

- a any person entitled to drive or use a **Vehicle** under the terms of the Certificate of Motor Insurance or any other person driving a **Vehicle** with the consent of the **Insured** when a licence is not required at law
- b any passenger in a **Vehicle** other than the driver
- c if the **Insured** so requests any director or **Employee** in respect of liability for which **The Insured** would have been entitled to indemnity if the claim had been made against him
- d any officer or member of the **Insured's** canteen social sports or welfare organisations and fire first aid and ambulance services
- e
 - i any principal for whom the **Insured** is carrying out a contract for the performance of work
 - ii the owner of **Plant** hired by the **Insured**
but only to the extent required by the contract conditions
- f the legal personal representatives of any person entitled to indemnity in respect of liability incurred by that person

If The Insurers are liable to indemnify more than one party the total amount of indemnity to all such parties including the **Insured** shall not exceed the Limits of Liability

Exceptions to Additional Clause C

The Insurers shall not be liable to indemnify

- a any person driving a **Vehicle** unless that person holds a licence to drive the **Vehicle** or had held and is not disqualified from holding or obtaining such a licence
- b any person not driving a **Vehicle** but claiming indemnity if to his knowledge the person driving does not hold a licence to drive the **Vehicle** unless he has held and is not disqualified for holding or obtaining such a licence

but a and b shall not apply when a licence is not required by law

Policy Conditions Applicable To All Sections

Condition 1 Compliance with Policy Terms

The Insurers' liability will be conditional upon the Insured Compliance with complying with the terms of this Policy

POLICY TERMS

Condition 2 Reasonable Precautions

The Insured must take or cause to be taken all reasonable precautions to prevent or minimise Injury Damage or Financial Loss

Condition 3 Alterations

Cover under this Policy will cease in the event of any alteration which increases the risk of Damage or where the Insured's interest ceases (other than by will operation of law) unless such alteration is agreed in writing by The Insurers

The Insured shall give notice to The Insurers when any Building insured by Section 1 becomes unoccupied

If the Business is wound up or carried on by a Liquidator or Receiver or permanently discontinued cover under Section 2 is inoperative

Condition 4 Claims Procedure and Requirements

In the event of circumstances giving rise to or liable to give rise to a claim the Insured shall

- a report to The Insurers in writing immediately and furnish full details of Injury or Damage as soon as possible but at the latest within seven days if caused by riot civil commotion or malicious persons
- b report it to the Police immediately in the event of Damage by malicious person theft or accidental loss
- c at his own expense give all evidence information and assistance as required
- d send every writ or other document to The Insurers immediately and not acknowledge it or admit liability nor promise payment to other parties without The Insurers' written consent
- e permit The Insurers at their own discretion and expense to take over and conduct the defence or settlement of any claim and to take all necessary steps for enforcing any rights against any other party in the name of the Insured before or after meeting the Insured's claim

Condition 5 Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any Damage be occasioned by the wilful act or with the connivance of the Insured all benefits under this Policy shall be forfeited

Condition 6 Insurers' Rights

- a The Insurers may enter any Premises where Damage has occurred and take possession of or require to be delivered to them any Property insured and deal with it in any reasonable manner but the Insured shall not be entitled to abandon any Property to The Insurers whether taken possession of by The Insurers or not
- b The Insurers are entitled to take over and conduct the defence or settlement of any claim at their discretion
- c Under Section 5 Employers Liability, 8 Public Liability and 9 Road Risks The Insurers may at any time pay the Limit of Liability (after the deduction of any sum or sums already paid) or any less amount for which any claim or claims can be settled and shall then relinquish the conduct and control of and be under no further liability in respect thereof except for the payment of costs and expenses incurred prior to the date of such payment

Condition 7 Other Insurances

If the **Damage** or liability which is the subject of a claim under this Policy is covered by any other insurance **The Insurers** will not pay more than their rateable proportion

This condition does not apply to Sections 3c Personal Accident (Assault) and 7 Personal Accident

Condition 8 Assessment of Premium

The premium has been partly calculated on estimates supplied by the **Insured** and he shall keep an accurate record of information on matters for which estimates have been given which shall be available to **The Insurers** for inspection Before expiry of each Period of Insurance the **Insured** shall supply **The Insurers** with a true statement of the particulars necessary for assessment of premium for the renewal of the Policy Failure to supply such particulars shall entitle **The Insurers** to estimate if they so wish to calculate the payment for the renewal of the Policy from such estimated particulars

Condition 9 Cancellation

This policy may be cancelled

- a by **The Insurers** sending seven days notice by letter to the last known address of the **Insured** The **Insured** shall be entitled to a pro rata return of premium
- b by the **Insured** who shall be entitled to a return of the premium after deduction of premium at **The Insurers'** short period rates for the period the Policy has been in force

Condition 10 Cancellation of Monthly Premiums

If this policy is issued or renewed on the basis of monthly premiums the liability of **The Insurers** will cease in the event of non-payment of any monthly premium on its due date but before cancellation takes effect **The Insurers** will send seven days notice by letter to the last known address of the **Insured**

Condition 11 Warranties

Every warranty to which the **Property** insured or any item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy and non-compliance with any such warranty whether it increases the risk or not shall be a bar to any claim in respect of such **Property** or item provided that whenever this Policy is renewed a claim in respect of destruction or damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period

Condition 12 Long Term Agreement

Where a section is stated on the Schedule to be subject to Long Term Agreement a discount of 5% under that Section is allowed in consideration of the **Insured** having signed an undertaking with effect from the date stated on the Schedule to offer annually for a period of 3 years the insurance under the Section on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually in advance, it being understood that

- a **The Insurers** shall be under no obligation to accept an offer made in accordance with the said undertaking
- b the Sum Insured may be reduced at any time to correspond with any reduction in value or reduction in the **Business**

The above mentioned undertaking applies to any Policy which may be issued by **The Insurers** in substitution for this Policy and the same discount shall be allowed

Condition 13 Non-disclosure

This policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular

Condition 14 Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **The Insurers**

Condition 15 Subrogation

This condition does not apply to Sections 3c and 7

Any claimant under this Policy shall at the request and at the expense of **The Insurers** do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by **The Insurers** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the **Insurers** shall be or would become entitled or subrogated upon their paying for or making good any **Damage** under this Policy whether such acts and things shall be or become necessary or required before or after indemnification by **The Insurers**

Condition 16 Intruder Alarm Definitions applicable to this condition

Intruder Alarm means detection circuits control and processing equipment power supplies audible and remote signalling including any ancillary telecommunications systems

Keyholder means the **Insured** or any responsible person or Keyholding company authorised by the **Insured** who is available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm attend and allow access to the **Premises**

Alarm Company means that company which installed the Intruder Alarm or as agreed with **The Insurers** is responsible for maintaining and servicing the Intruder Alarm

It is a condition precedent to **The Insurers'** liability in respect of **Damage** caused by **Theft** or attempted **Theft** under Section 2 - **Property** that when an Intruder Alarm is installed at the **Premises**

- a the Intruder Alarm shall be
 - i installed in accordance with a specification
 - ii subject to procedures for Police and any other response to any activation of the Intruder Alarm

agreed by **The Insurer** the details of which are lodged with **The Insurers**

- b the Intruder Alarm is kept in full and efficient working order and any detection devices and their circuits connected for continuous operation are fully operable at all times
 - c a maintenance contract is in force with the Alarm Company
 - d the Alarm Company is immediately advised of any apparent defect in the Intruder Alarm
 - e the **Insured** shall maintain the secrecy of the codes used for the operation of the Intruder Alarm and details of such codes shall be removed from the **Premises** when the **Premises** are left unattended
 - f the **Insured** shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the Alarm Company and the Policy Authority
 - g in the event of notification of any activation of the Intruder Alarm or interruption of the means of communication during any period when the Intruder Alarm is set a Keyholder shall attend the **Premises** as soon as possible and the **Premises** shall not be left unattended until the provisions of paragraph h have been complied with
 - h the **Premises** shall not be left unattended without the agreement of **The Insurers**
 - i unless the Intruder Alarm is put into full operation and is at the time serviceable to the best knowledge and belief of the **Insured** or his authorised representative
 - ii if the Police Authority have withdrawn or modified their response to alarm calls
 - i not alteration or substitution of
 - i any part of the Intruder Alarm
 - ii the procedures agreed with **The Insurers** for the Police or any other response to any activation of the Intruder Alarm
 - iii the maintenance contract
- be made without the written agreement of **The Insurers**

- j the **Insured** shall notify **The Insurers** as soon as possible
- i if notice is received warning of possible or intended withdrawal or modification of response to calls from the Intruder Alarm
 - ii before any structural alterations of the **Premises** or changes in layout to the **Premises** which would affect the Intruder Alarm take place
 - iii if the Local Authority Authority or Magistrate imposes any requirements under the terms of The Environmental Protection Act or other legislation requiring modification of the Intruder Alarm by the **Insured**
 - iv if the Alarm Company advises that the Intruder Alarm cannot be returned to or maintained in full and efficient working order

and the **Insured** shall comply with any subsequent requirements stipulated by **The Insurers**

Condition 17 Motor Insurance Database

It is condition of the policy that you supply details of all **Vehicles** insured on the policy as required by the relevant law applicable in Great Britain the Isle of Man or the Channel Islands for entry on the Motor Insurance Database

Policy Exceptions Applicable To All Sections

This policy does not cover

Exception 1 Excess

Section 1. The first £250 of each claim or as shown in the Schedule

Section 3B. The first 20% of each loss

Exception 2 Radioactive Contamination

Damage to any **Property** or any loss or expense resulting or arising therefrom or any Consequential Loss or any legal liability directly or indirectly caused by or contributed to by or arising from

- a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

but in respect of **Injury** to **Employees** under Section 5 **Employers Liability** this Exception shall apply only when the **Insured** under a contract has either undertaken to indemnify or to assume the liability of another party in respect of such **Injury**

Exception 3 Northern Ireland and Terrorism

- a **Damage to Property** or Consequential Loss by fire or explosion occasioned by or happening through or in consequence directly or indirectly Terrorism
- b **Damage to Property** or Consequential Loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
 - i civil commotion
 - ii Terrorism

Consequential Loss shall mean loss resulting from interruption of or interference with the **Business** carried on by the **Insured** at the **Premises** in consequence of **Damage to Property** used by the **Insured** at the **Premises** for the purpose of the **Business**

Terrorism shall mean any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

In any action suit or other proceedings where **The Insurers** alleges that by reason of this definition any **Damage** or Consequential Loss is not covered by this policy (or is covered only up to specified Limit of Liability) the burden of proving that such **Damage** or Consequential Loss is covered shall upon the **Insured**

Exception 4 Sonic Boom

Damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

Exception 5 War Riot or Civil Commotion Revolution

- a war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion insurrection or military or usurped power except so far as is necessary to meet the requirements of the road traffic law
- b riot or civil commotion occurring elsewhere than in Great Britain the Isle of Man or the Channel Islands

Exception 6 Confiscation

confiscation nationalisation or requisition by order of any government public municipal local or customs authority

Exception 7 Depreciation

depreciation wear and tear or mechanical or electrical breakdown of a **Vehicle** or **Forecourt Facility**

Exception 8 Tyres

Damage to tyres by application of brakes or by punctures or bursts

Exception 9 Ships and Craft

Injury or **Damage** arising out of the use of or caused by any craft designed to travel in on or through water air or space (other than hand propelled craft)

Exception 10 Defective Work

The cost of rectifying defective work



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