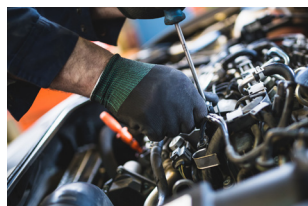


# Your Business Insurance

Motor Trade Internal Risks Product



# Welcome...

## to Covéa Insurance

Thank you for choosing Covéa Insurance. This is **Your** Motor Trade Internal Risks **Policy**. It sets out the details of **Your** insurance contract with Covéa Insurance.

**Your** premium has been calculated upon the information shown in the **Policy Schedule** and recorded in **Your** Statement of Fact.

Please read the **Policy** and **Schedule** carefully to ensure that the cover meets **Your** requirements.

Please contact **Your** insurance broker if **You** have any questions or if **You** wish to make any adjustments.

# Contents

<b>How to Make a Claim</b> .....	2
<b>Definitions</b> .....	3
<b>Customer Information</b>	
Registration and Regulatory Information .....	5
Financial Services Compensation Scheme .....	5
How We Use Your Information .....	5
Complaints Procedure .....	7
How to Cancel Your Policy .....	7
Choice of Law .....	8
Employers' Liability Tracing Office .....	8
<b>Introduction</b> .....	9
<b>Conditions applicable to all sections</b> .....	10
<b>Exceptions applicable to all sections</b> .....	15
<b>Policy Cover</b>	
<b>Section 1 – Legal Liabilities</b>	
Section 1A – Employers' Liability .....	19
Section 1B – Public Liability .....	22
Section 1C – Products Liability and Sales and Service Indemnity .....	29
<b>Section 2 – Loss of or Damage to Vehicles at Your Business Premises</b> .....	34
<b>Section 3 – Endorsements</b> .....	38

# How to Make a Claim

## Claims

Should **You** be unfortunate enough to have to make a claim, Covéa Insurance **Commercial Care Line** will manage all aspects of the claim for **You** from the time it is reported.

- Dedicated telephone number  
**0330 024 2246**
- Dedicated fax number – **0118 914 0960**
- By E-Mail -  
[mtrade.claims@coveainsurance.co.uk](mailto:mtrade.claims@coveainsurance.co.uk)
- In writing – **Covéa Insurance Commercial Care Line, Norman Place, Reading RG1 8DA**

**Covéa Insurance Commercial Care Line** is a service exclusive to Covéa Insurance available 24 hours a day, 365 days a year. Staff trained in managing commercial claims will:

- Take details of **Your** claim over the phone, in most cases removing the need for completion of an incident report form.
- Take control of the management of **Your** claim from start to finish.

As a Covéa Insurance **Policyholder You** have 24 hour access to emergency assistance should **You** encounter a problem affecting **Your Business Premises** ranging from a broken window to a fire or any other emergency including:

- Emergency glazing
- Locks
- Plumbing

Arrangements will be made for a suitable contractor or repairer to attend, although if the incident is not covered by **Your Policy You** will be responsible for all costs incurred.

**Our** aim is to bring **Your** claim to a speedy and satisfactory conclusion.

## Legal Advice Helpline

As a Covéa Insurance **Policyholder** should **You** require advice on any Business legal problem, **You** may use the 24 hour telephone helpline at any time within the **Period of Insurance** of this **Policy**.

This advice is provided for **Your** benefit by MSL Legal Expenses Limited, the service is provided 24 hours a day, 7 days a week. However they may need to arrange to call **You** back depending on **Your** enquiry.

To take advantage of this service telephone **0161 603 2203** and quote **Your Policy** number shown on **Your Policy Schedule**. Advice given to **You** will be confirmed in writing where necessary.

# Definitions

Certain words in the **Policy** have specific meanings which are defined below. The words defined carry the same meaning wherever they appear in the **Policy**, unless varied by a Definition in a particular Section, and are printed in bold to help **You** identify them.

## Bodily Injury

- (a) death, injury, illness or disease
- (b) mental anguish or shock but not defamation.

## Business

The Motor Trade(s) shown in the **Schedule**.

## Business Premises

That part of the buildings and land situated at the address shown in the **Schedule** and occupied by **You** for the purpose of the **Business** shown in the **Schedule**.

## Employee

Any person while working for the **Insured** in connection with the **Business** who is for the purpose of this insurance:

- (a) under a contract of service or apprenticeship with the **Insured**
- (b) a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by the **Insured**
- (c) a labour master or person supplied by him
- (d) a person engaged by a labour only subcontractor
- (e) a self-employed person performing work under a similar degree of control and direction by the **Insured** as a person under a contract of service or apprenticeship with the **Insured**

- (f) a driver or operator of hired-in plant
- (g) a trainee or person undergoing work experience
- (h) a voluntary helper.

## Excess

The amount **You** must pay following a claim for loss or damage. The actual amount is shown on the **Schedule**.

## Insured Vehicle

Any motor vehicle, which is:

1. **Your property**
2. the **Property of Your Spouse**, if he or she is declared as a driver on **Your Motor Trade Road Risks Policy**
3. held in trust by **You** or in **Your** custody or control for motor trade purposes
4. a vehicle leased to the **Policyholder** on a lease agreement with a minimum initial duration of 12 months.

It must not be:

1. a vehicle transporter, with or without a trailer, that can carry more than two vehicles
2. a vehicle being stored on a vehicle transporter or vehicle transporter and trailer, capable of carrying more than two vehicles at any one time
3. a vehicle hired or leased to the **Policyholder** on a short-term agreement of less than 12 months.

## Period of Insurance

The length of time covered by this insurance, as shown in the **Schedule**.

# Definitions

*continued*

## Policy

The Policy booklet, **Schedule** and any endorsements attached or subsequently issued for attachment.

## Policyholder/Insured/You/Your

The person or persons, company or companies declared in the **Schedule** under the heading "Insured".

## Pollution or Contamination

- (a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (b) All **Bodily Injury** or loss or damage directly or indirectly caused by such pollution or contamination.

## Property

Material Property used in connection with the **Business**.

## Schedule

**Your** details and details of the sections of this insurance booklet which apply to **You**.

## Territorial Limits

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

## Terrorism

- (a) Any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or

group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:

- (i) involves serious violence against a person
  - (ii) involves serious damage to property
  - (iii) endangers a person's life other than that of the person committing the action
  - (iv) creates a serious risk to the health or safety of the public or a section of the public
  - (v) is designed to interfere with or seriously disrupt an electronic system.
- (b) Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism.

## We/Us/Our/The Company

Covea Insurance plc.

## Your Spouse

The legally married husband, wife or, for the purpose of this insurance, partner living and registered at the same address as **You**.

# Customer Information

## Registration and Regulatory Information

Insurance cover is provided by Covea Insurance plc. Registered in England and Wales No. 613259. Registered office: Norman Place, Reading, Berkshire RG1 8DA

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Firm Reference Number is 202277. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

## Financial Services Compensation Scheme (FSCS)

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to receive compensation from the scheme if **We** cannot meet **Our** obligations.

Further information is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.  
Telephone: 020 7741 4100  
Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)  
Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## How We Use Your Information

Please visit:

[www.coveainsurance.co.uk/dataprotection](http://www.coveainsurance.co.uk/dataprotection) for further information about how and when **We** process **Your** personal information under **Our** full privacy Policy.

The personal information, provided by **You**, is collected by or on behalf of Covea Insurance plc ('**We, Us, Our**') and may be used by **Us, Our** employees, agents and service providers acting under **Our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

**We** may process **Your** information for a number of different purposes. For each purpose **We** must have a legal ground for such processing. When the information that **We** process is classed as "sensitive personal information", **We** must have a specific additional legal ground for such processing.

Generally, **We** will rely on the following legal grounds:

- It is necessary for **Us** to process **Your** personal information to provide **Your** insurance **Policy** and services. **We** will rely on this for activities such as assessing **Your** application, managing **Your** insurance **Policy**, handling claims and providing other services to **You**.
- **We** have an appropriate business need to process **Your** personal information and such business need does not cause harm to **You**. **We** will rely on this for activities such as maintaining **Our** business records and developing, improving **Our** products and services.
- **We** have a legal or regulatory obligation to use such personal information.
- **We** need to use such personal information to establish, exercise or defend **Our** legal rights
- **You** have provided **Your** consent to **Our** use of **Your** personal information, including sensitive personal information.

# Customer Information

*continued*

## How We Share Your Information

In order to sell, manage and provide **Our** products and services, prevent fraud and comply with legal and regulatory requirements, **We** may need to share **Your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/ Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **Our**, or **Your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covéa Insurance Group

## Marketing

**We** will not use **Your** information or pass it on to any other person for the purposes of marketing further products or services to **You** unless **You** have consented to this.

## Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **We** will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

**We** may also conduct credit reference checks in certain circumstances. **You** can find further details in **Our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **We** conduct credit reference checks and how these checks might affect **Your** credit rating.

## Automated Decisions

**We** may use automated tools with decision making to assess **Your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether **We** are able to offer insurance, the appropriate price for **Your Policy** or whether **We** can accept **Your** claim. If **You** object to an automated decision, **We** may not be able to offer **You** an insurance quotation or renewal.

## How to Contact Us

Please contact **Us** if **You** have any questions about **Our** Privacy Policy or the information **We** hold about **You**:

The Data Protection Officer, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX  
or email: [dataprotection@coveainsurance.co.uk](mailto:dataprotection@coveainsurance.co.uk).



# Customer Information

*continued*

## Complaints Procedure

It is always **Our** intention to provide a first class standard of service. However **We** do appreciate that occasionally things go wrong. In some cases the broker who arranged **Your** insurance will be able to resolve any concerns, particularly if **Your** complaint relates to the way the Policy was sold, and **You** should contact them directly.

Alternatively please contact **Us** using the following details quoting **Your Policy** or claim number.

Customer Relations, Covéa Insurance, Norman Place, Reading RG1 8DA.

Telephone: 0330 221 0444

Website: [www.coveainsurance.co.uk](http://www.coveainsurance.co.uk)

Email:

[customer.relations-rgd@coveainsurance.co.uk](mailto:customer.relations-rgd@coveainsurance.co.uk)

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in **Our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **Our** website at:

[www.coveainsurance.co.uk/complaints](http://www.coveainsurance.co.uk/complaints).

**You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if **Your** complaint is eligible when **You** contact them. Their contact details are:

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

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Email:

[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## How to Cancel Your Policy

If **You** do not want to accept the **Policy You** have the right to cancel it within 14 days from the date of purchase of **Your Policy** or the day **You** receive **Your Policy** documentation, whichever is later. To do this **You** must return the **Policy** documentation to **Your** broker when giving **Your** instruction to cancel.

If cover has not yet started a full refund will be given. If cover has started **We** will refund the premium for the exact number of days left on the **Policy**, less an additional charge of **£25** plus the prevailing rate of insurance premium tax as stated on **Your Policy Schedule**. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**. **We** will also do this if **You** want to cancel the **Policy** within 14 days after the renewal date.

**You** may cancel the **Policy** at any other time by contacting **Your** broker.

If **You** cancel **Your Policy** after 14 days and a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**, **We** will not refund any part of the premium. If **You** have a Loan Agreement with **Us**, all outstanding monies must be paid to **Us** as described in **Your** Loan Agreement.

If no claims have been submitted and there have been no incidents that are likely to give rise to a claim during the current **Period of Insurance**, **We** will refund the premium for the exact number of days left on the **Policy** less an additional charge of **£25** plus the prevailing rate of Insurance Premium Tax as stated on **Your Policy Schedule**.

# Customer Information

*continued*

For **Our** rights to cancel **Your Policy** please see the Cancellation Condition on page 12 of this **Policy** booklet.

## Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless **We** agree in writing with **You** otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where **You** have **Your** principal place of business. If there is any dispute, the law of England and Wales shall apply.

## Employers' Liability Tracing Office

Certain information relating to Your insurance **Policy** including, without limitation, the **Policy** number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the ELTO) and added to an electronic database, (the Database).

This information will be made available in a specified and readily accessible form as required by the [Employers' Liability Insurance: Disclosure By Insurers Instrument 2010]. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the Claimants):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance **Policy** **You** will be deemed to specifically consent to the use of **Your** insurance **Policy** data in this way and for these purposes.

# Introduction

Each Section of this **Policy**, the **Schedule** and any endorsements, together with this Introduction, Customer Information and the Definitions, Conditions applicable to all Sections and Exceptions applicable to all Sections shall be read as one document.

Any word or expression given a specific meaning in:

1. the **Schedule**, and **Policy** endorsements, or this Introduction, the Customer Information and the Definitions, Conditions and Exceptions shall have the same meaning throughout the **Policy** unless **We** state otherwise
2. an individual Section or any Section endorsements shall only have the same meaning throughout such Section or endorsement unless **We** state otherwise.

Any such word or expression given a specific meaning shall be highlighted with a leading capital letter and in bold text within the **Policy** booklet.

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You**, subject to the terms contained in or endorsed on the **Policy**, in respect of loss damage or liability or pay other benefits which fall within the operative Sections of this **Policy**, provided that the loss, damage or injury which gives rise to the claim occurs (or in the case of the Employer's Liability Section is caused) during the **Period of Insurance** and in connection with the **Business**.

The **Schedule** shows the Sections of the **Policy** that are operative.

## IMPORTANT

This **Policy** is a legal contract.

**You** have a duty to make a fair presentation of the risk which is covered by this **Policy**.

Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any application form, declaration and / or Statement of Fact is accurate and complete. Where **You** have provided **Us** with information which relates to matters of **Your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **You** acted in good faith when **You** provided **Us** with such information. If **You** do not comply with **Your** duty to make a fair presentation of the risk, **Your Policy** may not be valid or the **Policy** may not cover **You** fully or at all.

**You** must also tell **Us** about any facts or changes which affect **Your** insurance and which have occurred either since the **Policy** started or since the last renewal date.

If **You** are not sure whether certain facts are relevant please ask **Your** insurance broker. If **You** do not tell **Us** about relevant changes, **Your Policy** may not be valid or the **Policy** may not cover **You** fully or at all.

**You** should keep a written record (including copies of letters) of any information on **You** give **Us** or **Your** insurance broker.

# Conditions applicable to all Sections

## Claims procedure and requirements

1. It is a condition precedent to **Our** liability that in the event of any accident, **Bodily Injury**, loss or damage, **You** or **Your** legal representative must at **Your** own expense:
  - (a) give **Us** full details as soon as possible after any event which could lead to a claim under the **Policy** by phoning **Our Covéa Insurance Commercial Care Line** number **0330 024 2246**. The Commercial Care Line is available 24 hours a day 365 days a year and also has a dedicated fax number **0118 914 0960**. **You** may be required to provide supporting documentation in relation to the operation of **Your Business** or in relation to the loss or accident
  - (b) send to **Us** any letters or documents **You** receive in connection with the event before **You** reply to them
  - (c) take all reasonable precautions to prevent further **Bodily Injury**, loss or damage
  - (d) immediately inform the police of the theft of any **Insured Vehicle** or **Property**, including any damage by theft, and obtain a crime reference number
  - (e) send to **Us** upon receipt any writ summons or other legal process issued or commenced against **You**
  - (f) notify **Us** of any impending prosecution, coroner's inquest or the intended issue of any writ summons or other legal process by **You** or on **Your** behalf
  - (g) supply all estimates, information and assistance as may be required by **Us** and **Our** appointed agents.
2. **We** shall be entitled to:
  - (a) take and keep possession of any **Insured Vehicle** or other **Property** and to deal with the salvage in a reasonable manner
  - (b) enter any **Business 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
  - (c) negotiate, defend or settle in **Your** name or on **Your** behalf, any claim made against **You**
  - (d) prosecute in **Your** name, for **Our** benefit, any claim against any other person in respect of any amount paid or payable.
3. It is a condition precedent to **Our** liability that **You** must not:
  - (a) abandon any **Property** to **Us**
  - (b) negotiate admit or repudiate any claim without **Our** written consent.

## Reasonable precautions

**You** must take all reasonable precautions to prevent or minimise **Bodily Injury**, loss or damage.

# Conditions applicable to all Sections

*continued*

## Alteration in risk

**You** or **Your** broker must tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this **Policy**, which materially affects the risk of injury, loss, damage or liability which would fall within the **Policy** cover. This includes but is not limited to alterations to the **Business**, the **Business Premises** and a change to the value of vehicles or **Property** to be insured.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this **Policy** (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the **Policy** in accordance with Conditions applicable to all Sections – Our Rights to Cancel the Policy.

If an alteration creates an additional premium, this will be subject to a minimum premium of **£5** plus insurance premium tax. If as a result of an alteration **You** are due a refund of premium, amounts of under **£5** plus the prevailing rate of Insurance Premium Tax as stated on **Your Policy Schedule** will not be refunded, to cover administration costs.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

- (a) terminate the **Policy** back to the date when the alteration occurred, if **We** would have cancelled the **Policy** had **You** told **Us** of the alteration in risk;
- (b) proportionately reduce the amount payable in respect of a claim; and/or

- (c) treat the **Policy** as if it contained such different terms (other than relating to the premium) that **We** would have applied to the **Policy** had **You** told **Us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told us about the alteration in risk. For example, if the premium which **You** actually paid is **70%** of the premium **We** would have charged, **We** will only pay **70%** of any claim.

## Change of Risk or Interest

This **Policy** shall be avoided if:

- (a) **Your** interest ceases other than by death
- (b) the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless **We** have accepted the change.

Nothing contained in this **Policy** shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

# Conditions applicable to all Sections

*continued*

## Our Rights to Cancel the Policy

**We** or any agent appointed by **Us** and acting with **Our** authority have the right to cancel **Your Policy**, where there is a valid reason for doing so. **We** will give **You** fourteen days notice of cancellation in writing, by recorded delivery, to the latest address **We** have for **You** and will set out **Our** reason for cancellation in **Our** letter.

Valid reasons may include but are not limited to:

- (a) not
  - (i) paying a premium when it is due
  - (ii) cooperating with **Us**, or sending **Us** information or documentation that materially affects **Our** ability to process the **Policy** or **Our** ability to defend **Our** interests
  - (iii) exercising **Your** duty of care as required under clause “Reasonable Precautions” in the Conditions Applicable To All Sections of this **Policy** booklet

and failing to put this right when **We** ask **You** to by sending **You** seven days written notice to **Your** latest address.

- (b) use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.

If **We** cancel **Your Policy**, **We** will refund the premium for the exact number of days left on the **Policy** less an additional charge of **£25** plus the prevailing rate of Insurance Premium Tax as stated on **Your Policy Schedule**.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**, **We** will not refund any part of the premium.

If **You** have a Loan Agreement with Covéa Insurance to pay for **Your** insurance, outstanding monies may be owed when **Your Policy** is cancelled. They must be paid to Covéa Insurance as described in **Your** Loan Agreement.

For **Your** rights to cancel the **Policy** please see “How to Cancel Your Policy” on page 7 of this **Policy** booklet.

## Sharing of Claims

If **You** are insured by any other **Policy** for loss or damage which results in a valid claim under this **Policy**, **We** shall not be liable to pay more than **Our** pro-rated proportion.

## Fraudulent Claims

For the purposes of this Condition the definition of ‘**You / Your**’ will also include any person who is entitled to benefit from the **Policy** to the extent that a claim is made by or on their behalf.

If **You** or anyone acting on **Your** behalf makes a claim which is in any way fraudulent **We**:

- (a) will not pay the claim;
- (b) may recover from **You** any sums already paid by **Us** in respect of the claim; and
- (c) may notify **You** that **We** are treating this **Policy** as having terminated with effect from the time of the fraudulent act.

If **We** do treat this **Policy** as having terminated, **You** will have no cover under this **Policy** from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not the **Insured**, this condition applies only to that person’s claim

# Conditions applicable to all Sections

*continued*

and references to 'this **Policy**' should be read as if they were references to the cover for that person alone and not to the **Policy** as a whole.

Fraudulent claims include but are not limited to:

- (a) making a claim which is fraudulent, fictitious or known to be false
- (b) intentionally exaggerating or inflating a claim
- (c) supporting a claim with false or forged documents, information or statements
- (d) wilfully causing loss, damage or injury

## Fair Presentation of the Risk

**You** must make a fair presentation of the risk when **You** first take out this **Policy** and also whenever **You** renew it or ask **Us** to change **Your** cover.

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible.

**We** may avoid this **Policy** and refuse all claims where:

- (a) such failure was deliberate or reckless; or
- (b) **We** would not have entered into this **Policy** on any terms had **You** made a fair presentation of the risk.

Should **We** avoid this **Policy** **We**:

- (a) Shall treat the **Policy** as if it had not existed from the start date, the renewal date, or the date when **You** asked **Us** to change **Your** cover, depending on when the failure to make a fair presentation of the risk occurred

- (b) shall return the premium paid for the period for which the **Policy** is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- (c) may deduct from any return of premium due to **You** any monies already paid in respect of claims falling within the period for which the **Policy** is treated as not having existed or require **You** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **We** would have entered into or renewed this **Policy**, or agreed to make changes to **Your** cover on different terms had **You** made a fair presentation of the risk, **We** may:

- (a) proportionately reduce the amount payable in respect of a claim; and/or
- (b) treat the **Policy** as if it contained such different terms (other than relating to the premium) that **We** would have applied to the **Policy** had **You** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the **Policy** started, was renewed or when changes were made to **Your** cover, depending on when **You** failed to make a fair presentation of the risk.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** made a fair presentation of the risk. For example, if the

# Conditions applicable to all Sections

*continued*

premium which **You** actually paid is **70%** of the premium **We** would have charged, **We** will only pay **70%** of any claim.

Where this **Policy** provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **We** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **You** on their behalf) makes a careless misrepresentation, in which case **We** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the **Policy** unaffected.

## Terms Not Relevant to Actual Loss

If payment of a claim is conditional upon compliance with any term of this **Policy** **We** will not pay for any claim where the term has not been complied with except where the term concerned:

- (a) is operative only in connection with particular premises or locations;
- (b) is operative only at particular times; or
- (c) is intended to reduce the risk of particular types of injury, loss, damage or liability

where **We** will pay for claims in respect of which **You** can prove that non-compliance with the term could not have increased the risk of the injury, loss, damage or liability which occurred.

## Sanctions

**We** shall not provide cover or be liable to provide indemnity or pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** or any member of **Our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, United States of America or European Union.



# Exceptions applicable to all Sections

We shall not be liable in respect of:

## 1. Agreements

Any liability **You** accept by agreement or contract unless liability would have applied in any event. It is agreed that the Contracts (Rights of Third Parties) Act 1999 is not intended to apply to this **Policy**.

## 2. War Risks

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## 3. Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of:

- (a) ionising radiations from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter
- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter, but the Exception in this paragraph (d) shall not extend to

radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

- (e) any chemical biological bio-chemical or electromagnetic weapon

As far as concerns **Bodily Injury** caused to any **Employee of Yours** if such **Bodily Injury** arises out of and in the course of employment or engagement of such person by **You** this Exception shall apply only in respect of:

- (i) the liability of any **Principal**
- (ii) liability assumed by **You** under agreement and which would not have attached in the absence of such agreement.

## 4. Sonic Booms

Any **Bodily Injury**, loss, damage, accident or liability caused directly or indirectly by pressure waves caused by aircraft or aerial devices travelling at sonic or supersonic speeds.

## 5. Pollution or Contamination

Any **Bodily Injury**, loss, damage, accident or liability resulting or arising from or directly or indirectly caused by or contributed to or arising from **Pollution or Contamination** unless the **Pollution or Contamination** is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of Insurance**. All **Pollution or Contamination** that arises out of one incident shall be considered to have occurred at the time the incident took place.

# Exceptions applicable to all Sections

*continued*

## 6. Hazardous Goods

Any **Bodily Injury**, loss, damage, accident or liability resulting or arising from or directly or indirectly caused by or contributed to or arising from hazardous, dangerous or explosive goods or substances.

## 7. Indirect Losses

Any loss to **You**, arising directly or indirectly as a consequence of any accident, damage or **Bodily Injury**, unless specifically covered by a section of this **Policy**.

## 8. Terrorism

Any **Bodily Injury**, loss, damage, accident or liability directly or indirectly caused by, resulting from or in connection with any act of **Terrorism** regardless of any other cause or event contributing at the same time or in any other sequence to the loss arising from an act of **Terrorism** except:

- (a) as required by the Road Traffic Acts
- (b) under Section 1A – Employers' Liability if insured under this **Policy** provided that in respect of any one occurrence or series of occurrences arising out of any one original cause **Our** liability in respect of all legal liability, costs and expenses directly or indirectly caused by or contributed to by or arising from **Terrorism** shall not exceed £5,000,000.

## 9. Professional Indemnity

**The Company** shall not be liable in respect of any **Bodily Injury** or damage to **Property** caused by or in connection with the exercising by the **Insured** or any director, partner or **Employee** of the **Insured** of any professional skill, duty or advice whether fees are charged or not.

## 10. Electronic Risk

(not applicable to Section 1 - Legal Liabilities)

- (a) loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
  - (i) loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a **Computer System**, unless subject to the provisions of paragraph (b)
  - (ii) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data** unless subject to the provisions of paragraph (c).
- (b) Notwithstanding paragraph (a) above, and subject to all terms, Conditions and Exceptions of this **Policy** or any endorsement thereto, this **Policy** covers physical damage to property insured under this **Policy** and any consequential loss directly resulting therefrom where such physical damage is directly occasioned by any of the **Defined Perils** as described below.
- (c) Notwithstanding sub paragraph (a) (ii) above, in the event that hardware or the **Data** storage device of a **Computer System** insured under this **Policy** sustains physical damage caused by a **Defined Peril** which results in damage to or loss of **Data** stored on that hardware or the **Data** storage device, then the damage to or loss of such **Data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **Data** shall only be the costs of reproducing

# Exceptions applicable to all Sections

*continued*

**Data** if such costs are indemnified under this **Policy**. Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering or assembling such **Data**, but does not include the value of the **Data to You** or any other party even if such **Data** cannot be recreated, gathered or assembled.

For the purposes of this Exception the following Definitions apply:

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

**Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

**Defined Peril** means fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunamis, flood, freeze or weight of snow.

## 11. Communicable Disease (not applicable to Section 1 – Legal Liabilities)

(a) any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:

- (i) a **Communicable Disease**; or
- (ii) the fear or threat (whether actual or perceived) of a **Communicable Disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

The above Exception includes, without limitation to the scope of the foregoing:

1. any cost to clean up, detoxify, remove, monitor or test:
  - (a) for a **Communicable Disease**; or
  - (b) any property insured hereunder that is affected by such **Communicable Disease**,

and

2. any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any **Communicable Disease**.
- (b) However, paragraph (a) shall not apply to physical loss or destruction of, or physical damage to, property and any resulting consequential loss, to the extent that **You** establish that such physical loss, destruction or damage was directly caused by:
- (i) Terrorism (as defined in this **Policy**), or
  - (ii) a **Defined Peril** as described below where specifically insured by this insurance.

All other terms, Conditions and Exceptions of the insurance remain the same.

# Exceptions applicable to all Sections

*continued*

For the purposes of this Exceptions the following Definitions apply:

**Communicable Disease** means any type of disease or illness which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or between organisms, and
- (c) the disease, illness, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property of any type.

**Defined Peril** means one of the following perils if specifically insured by this insurance:

Fire (howsoever caused); lightning; explosion; aircraft and aerial devices dropped from them; riot; civil commotion; strikers; damage caused by malicious persons; windstorm; rainstorm; hail; tornado; cyclone; typhoon; hurricane; earthquake; seaquake; seismic and/ or volcanic disturbance eruption; flood (howsoever caused); freeze; ice storm; weight of snow or ice; avalanche; meteorite or asteroid impact; landslip; landslide; mudslide; escape of water, oil or hydraulic fluid from any tank, apparatus or pipe; sprinkler leakage; impact by any road vehicle or animal; theft or attempted theft; mechanical or electrical breakdown; subsidence; heave; implosion; or collapse.

# Section 1: Legal Liabilities

## Section 1A: Employers' Liability

This Section is operative only if shown in the Schedule.

### Cover

The Company will, subject to the indemnity limit for Section 1A stated in the Schedule, indemnify the Insured against:

1. (a) all sums which the Insured shall become legally liable to pay as damages (including interest thereon) and  
(b) claimants' costs and expenses in respect of the Occurrences stated in section 1A;
2. all costs and expenses incurred by the Insured with The Company's written consent in defending any claim and
3. the solicitor's fees incurred with The Company's written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under these sections or at any coroner's inquest or fatal accident inquiry.

### Definitions

#### Occurrence(s)

**Bodily Injury** caused to any Employee of the Insured occurring anywhere in the Territorial Limits during the Period of Insurance and arising out of and in the course of employment or engagement of such person by the Insured in the Business.

#### Indemnity Limit

The Company's liability (inclusive of all costs and expenses payable) under this section in respect of any one Occurrence or series of Occurrences arising out of any one original cause shall not exceed the indemnity limit for Section 1A stated in the Schedule.

**Insured** – shall include

- (a) personal representatives of the Insured in the event of the death of the Insured but only in respect of liability incurred by the Insured
- (b) if the Insured so requests:
  - (i) any director, partner or Employee of the Insured while acting in connection with the Business provided that the Insured would have been entitled to indemnity under the respective section if the claim had been made against the Insured
  - (ii) any officer or member of the Insured's canteen, sports or welfare organisations and fire, security, first aid, medical and ambulance services in his/her respective capacity as such.

Provided that such persons shall observe fulfil and be subject to the terms conditions exclusions and limits of each section and the Policy insofar as they can apply.

**Business** – shall include

- (a) the ownership, repair, maintenance and decoration of the Business Premises
- (b) private work undertaken by any Employee of the Insured for the Insured or with the Insured's consent for any director, partner or other Employee of the Insured and

# Section 1: Legal Liabilities

## Section 1A: Employers' Liability

*continued*

- (c) the provision and management of canteen, sports and welfare organisations for the benefit of **Employees** and fire, security, first aid, medical and ambulance services.

### Compensation

All sums which the **Insured** shall be legally liable to pay as compensation other than punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

### Principal

Any person, employer, firm, company, ministry or authority for whom the **Insured** is carrying out a contract or agreement for the performance of work.

### Conditions

1. Section 1A will only apply in respect of liability assumed by the **Insured** under agreement, which would not have attached in the absence of such agreement, if **The Company** retains sole conduct and control of any claim.
2. The indemnity provided by this section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland the Channel Islands and the Isle of Man but the **Insured** shall repay to **The Company** all sums paid by **The Company** which **The Company** would not have been liable to pay but for the provisions of such law.
3. If this **Policy** or section is cancelled any Certificate of Employers' Liability insurance is similarly cancelled from the same date.

### Exceptions

**The Company** shall not be liable under this section in respect of **Bodily Injury**

1. caused to any **Employee** (other than the driver) being carried in or upon a vehicle or entering or getting onto or alighting from a vehicle where such **Bodily Injury** is caused by or arises out of the use by the **Insured** of a vehicle on a road. For the purpose of this Exception the expression "vehicle", "use" and "road" shall have the same meanings as in Part VI of the Road Traffic Acts 1988.
2. arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or continued platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.

### Extensions

#### 1. Court Attendance Costs

In the event of any of the undernoted persons attending court as a witness at the request of **The Company** in connection with a claim in respect of which the **Insured** is entitled to indemnity under this section, **The Company** will pay **Compensation** to the **Insured** at the following rates per day for each day on which attendance is required:

- (a) any director or partner of the **Insured** **£250**
- (b) any **Employee** **£150**.

# Section 1: Legal Liabilities

## Section 1A: Employers' Liability

*continued*

### 2. Health and Safety at Work Act 1974 and Corporate Manslaughter and Corporate Homicide Act 2007

**The Company** will indemnify the **Insured** and at the **Insured's** request any director or partner of the **Insured** or any **Employee** against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**. **The Company** will also pay prosecution costs awarded and the costs incurred with its written consent in appealing against any judgement given. Provided that this indemnity shall not apply to the payment of fines or penalties.

### 3. Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any **Employee** or the personal representative of any **Employee** in respect of **Bodily Injury** caused to the **Employee** during any **Period of Insurance** and occurring in connection with the **Business** against any person or company operating from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in any court within these territories and remaining unsatisfied in whole or in part six months after the date of such judgement **The Company** will at the **Insured's** request pay to the **Employee** or the personal representatives of the **Employee** the amount of 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 under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the judgement to **The Company**.

### 4. Indemnity to Principals

**The Company** will at the request of the **Insured** indemnify any **Principal** to the extent required by the contract between the **Insured** and the **Principal** in respect of liability arising from the performance of work by the **Insured** for such **Principal**.

Provided that:

- (a) **The Company** shall retain sole conduct and control of any claim
- (b) the **Principal** shall observe, fulfil and be subject to the terms, conditions, exclusions and limits of this section insofar as they can apply.

# Section 1: Legal Liabilities

## Section 1B: Public Liability

This Section is operative only if shown in the **Schedule**.

### Cover

**The Company** will, subject to the indemnity limit for Section 1B stated in the **Schedule**, indemnify the **Insured** against:

- (a)** all sums which the **Insured** shall become legally liable to pay as damages (including interest thereon) and  
**(b)** claimants' costs and expenses in respect of the **Occurrences** stated in Section 1B;
- all costs and expenses incurred by the **Insured** with **The Company's** written consent in defending any claim and
- the solicitor's fees incurred with **The Company's** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any **Occurrence** which may be the subject of indemnity under these sections or at any coroner's inquest or fatal accident inquiry.

### Definitions

#### Occurrences

- accidental **Bodily Injury** to any persons
- accidental damage to **Property**
- obstruction, trespass, nuisance or interference with any easement of air, light, water or way
- wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy

occurring within the **Territorial Limits** during the **Period of Insurance** and happening in connection with the **Business**.

### Indemnity Limit

**The Company's** liability under this section for all damages (including interest thereon) payable in respect of any one **Occurrence** or series of **Occurrences** arising out of any one event shall not exceed the indemnity limit for Section 1B stated in the **Schedule**.

**The Company's** liability under this Section for all damages payable in respect of all **Occurrences** arising directly or indirectly from **Communicable Disease** during any one **Period of Insurance** and in the aggregate shall not exceed **£1,000,000** inclusive of all costs and expenses. This limit will form part of and not be in addition to the Indemnity Limit stated in the **Schedule**.

### Computer System

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

### Cyber Act

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

### Cyber Incident

- (a)** Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or



# Section 1: Legal Liabilities

## Section 1B: Public Liability

*continued*

- (b) Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

### Craft

Any Craft or thing made or intended to float on or in or travel through water, air or space.

### Data

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

### Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reclaimed or reclaimed.

### Pollution or Contamination

- (a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (b) All **Bodily Injury** or loss or damage directly or indirectly caused by such pollution or contamination

arising from any **Pollutants**.

### Communicable Disease

- (a) Coronavirus being:
- (i) any coronavirus; or
  - (ii) any disease caused by any coronavirus; or
  - (iii) any mutation or variation of any coronavirus or of any disease caused by any coronavirus.

- (b) Any other infectious disease in humans which has been determined or declared to:
- (i) constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/or
  - (ii) an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room.

### Compensation

All sums which the **Insured** shall be legally liable to pay as compensation other than punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

### Principal

Any person, employer, firm, company, ministry or authority for whom the **Insured** is carrying out a contract or agreement for the performance of work.

**Insured** – shall include

- (a) personal representatives of the **Insured** in the event of the death of the **Insured** but only in respect of liability incurred by the **Insured**
- (b) if the **Insured** so requests:
- (i) any director, partner or **Employee** of the **Insured** while acting in connection with the **Business** provided that the **Insured** would have been entitled to indemnity under the respective section if the claim had been made against the **Insured**

# Section 1: Legal Liabilities

## Section 1B: Public Liability

*continued*

- (ii) any officer or member of the **Insured's** canteen, sports or welfare organisations and fire, security, first aid, medical and ambulance services in his/her respective capacity as such.

Provided that such persons shall observe fulfil and be subject to the terms conditions exclusions and limits of each section and the **Policy** insofar as they can apply.

**Business** – shall include

- (a) the ownership, repair, maintenance and decoration of the **Business Premises**
- (b) private work undertaken by any **Employee** of the **Insured** for the **Insured** or with the **Insured's** consent for any director, partner or other **Employee** of the **Insured** and
- (c) the provision and management of canteen, sports and welfare organisations for the benefit of **Employees** and fire, security, first aid, medical and ambulance services.

### Conditions

1. Section 1B will only apply in respect of liability assumed by the **Insured** under agreement, which would not have attached in the absence of such agreement, if **The Company** retains sole conduct and control of any claim.

### Use of Heat Condition

2. It is a condition precedent to the liability of **The Company** that the following precautions shall be complied with whenever the following equipment is used by or on behalf the **Insured**.

- (a) Blow lamps or blow torches
  - (i) the area in which the equipment is to be used is cleared of loose combustible material

- (ii) lighted blow lamps or blow torches are continuously attended and extinguished immediately after use

- (iii) blow lamps are filled only in the open

- (iv) a suitable multi-purpose fire extinguisher is kept available for immediate use within close proximity of the area in which the equipment is to be used and

- (v) a thorough examination is made in and about the area in which the work has been undertaken immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.

- (b) Welding or flame cutting equipment

- (i) the area in which the equipment is to be used is cleared of loose combustible material

- (ii) other combustible material including floors in the area in which the equipment is to be used is covered with overlapping sheets of incombustible material

- (iii) lighted welding or flame cutting equipment is continuously attended and extinguished immediately after use

- (iv) before applying heat to metal work built into or projecting through walls, partitions, ceilings or floors, examination is made to ensure that the other side of the metal work is not in hazardous proximity to combustible material which may be ignited by direct or conducted heat

# Section 1: Legal Liabilities

## Section 1B: Public Liability

*continued*

- (v) a suitable multi-purpose fire extinguisher is kept available for immediate use within close proximity of the area in which the equipment is to be used and
- (vi) a thorough examination is made in and about the area in which the work has been undertaken including behind walls, partitions, ceilings or floors immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.

### Exceptions

**The Company** shall not be liable under this section in respect of:

1. the cost of replacing or making good faulty defective or incorrect
  - (a) workmanship
  - (b) materials, goods or other property supplied, installed or erected by or on behalf of the **Insured**.
2. liability arising from advice, design, formula or specification provided by or on behalf of the **Insured** for a fee or in circumstances where a fee would normally be charged.
3. liability for **Bodily Injury** caused to any **Employee** of the **Insured** arising out of and in the course of such person's employment or engagement by the **Insured** in the **Business**.
4. liability for damage to **Property** belonging to or in the charge or under the control of the **Insured** but this Exception shall not apply to directors', partners', **Employees'** or visitors' **Property** or any premises (including contents) which are temporarily occupied by the **Insured** for the purpose of work in connection with the **Business** (not being buildings which are owned by or leased rented or hired to the **Insured**).
5. the **Excess** shown on the **Schedule** for each and every **Occurrence**.
6. liability caused by or arising from the ownership, possession or use by or on behalf of the **Insured** of any:
  - (a) **Craft** other than hand propelled watercraft
  - (b) mechanically propelled vehicle (or trailer attached thereto) licenced for road use other than liability caused by or arising from:
    - (i) the use of plant as a tool of trade on site or at the **Business Premises**
    - (ii) the loading or unloading of such vehicle
    - (iii) the movement of any such vehicle not the property of the **Insured** which is interfering with the performance of the **Business** but this indemnity shall not apply if, in respect of such liability, compulsory insurance or security is required under any legislation governing the use of the vehicle and provided that movements are limited to vehicles parked on or obstructing the **Insured's Business Premises** or any site at which the **Insured** is working and the vehicle causing obstruction is driven by a person competent to do so and by the use of the owner's ignition key.

# Section 1: Legal Liabilities

## Section 1B: Public Liability

*continued*

7. liability arising out of **Products Supplied** other than food or drink sold or supplied for consumption by the **Insured's** directors, partners, **Employees** or visitors.
8. liquidated damages, fines or penalties.
9. punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
10. all liability in respect of **Pollution or Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance** provided that:
  - (a) all **Pollution or Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
  - (b) the liability of **The Company** for all damages (including interest thereon) payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed the indemnity limit for Section 1B stated in the **Schedule**.
11. all liability in respect of **Pollution or Contamination** occurring in the United States of America and/or Canada and/or their dependencies or trust territories.
12. liability arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.
13. **Bodily Injury** or damage to **Property** caused by or in connection with any work on or in:
  - (a) docks harbours or railways
  - (b) watercraft or offshore gas or oil installations
  - (c) chemical or petrochemical works oil or gas refineries or storage facilities
  - (d) aircraft, airports or airfields
  - (e) power stations
  - (f) nuclear power stations
  - (g) any installation where nuclear processing is undertaken
  - (h) towers steeples chimneys shafts blast furnaces viaducts bridges flyovers dams motorways (other than whilst being transported in a customer's or **Insured's** vehicle) quarries mines or collieries.
14. Any activity arising out of the organisation or sponsorship of or participation in any motor competition trial performance test race trial of speed whether between vehicles or otherwise and irrespective of whether this takes place on any circuit or track.
15. liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
  - (a) any **Cyber Act** or **Cyber Incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**

# Section 1: Legal Liabilities

## Section 1B: Public Liability

*continued*

- (b) loss of use, reduction of functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**.

This Exception shall not apply in respect of:

- (i) **Bodily Injury**
- (ii) physical damage to material property directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** or a **Cyber Incident**.

### Extensions

#### 1. Court Attendance Costs

In the event of any of the undernoted persons attending court as a witness at the request of **The Company** in connection with a claim in respect of which the **Insured** is entitled to indemnity under this section, **The Company** will pay **Compensation** to the **Insured** at the following rates per day for each day on which attendance is required:

- (a) any director or partner of the **Insured** **£250**
- (b) any **Employee** **£150**.

#### 2. Health and Safety at Work Act 1974 and Corporate Manslaughter and Corporate Homicide Act 2007

**The Company** will indemnify the **Insured** and at the **Insured's** request any director or partner of the **Insured** or any **Employee** against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of

Man committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**. **The Company** will also pay prosecution costs awarded and the costs incurred with its written consent in appealing against any judgement given. Provided that this indemnity shall not apply to the payment of fines or penalties.

#### 3. Indemnity to Principals

**The Company** will at the request of the **Insured** indemnify any **Principal** to the extent required by the contract between the **Insured** and the **Principal** in respect of liability arising from the performance of work by the **Insured** for such **Principal**.

Provided that:

- (a) **The Company** shall retain sole conduct and control of any claim
- (b) the **Principal** shall observe, fulfil and be subject to the terms, conditions, exclusions and limits of this section insofar as they can apply.

#### 4. Defective Premises Act 1972

**The Company** will indemnify the **Insured** under section 1B of this **Policy** in respect of 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 connection with any **Business Premises** or land disposed of by the **Insured**.

Provided that this extension shall not apply to:

- (a) the cost of rectifying any damage or defect in the **Business Premises** or land disposed of

# Section 1: Legal Liabilities

## Section 1B: Public Liability

*continued*

(b) liability for which the **Insured** is entitled to indemnity under any other policy.

### 5. Leased or Rented Premises

Exception 4 of Section 1B shall not apply to liability for accidental damage to any premises (including their fixtures and fittings) leased, rented or hired to the **Insured**. Provided that **The Company** shall not be liable for damage by any cause against which the lease or tenancy agreement stipulates that insurance shall be effected by the lessee or tenant.

### 6. Motor Contingent Liability

Despite exception 6 of Section 1B **The Company** will indemnify the **Insured** in respect of liability arising out of the use of any motor vehicle not belonging to or provided by the **Insured** and being used in the course of the **Business** anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Provided that this indemnity shall not apply:

- (a) in respect of damage to the vehicle
- (b) whilst the vehicle is being driven:
  - (i) by the **Insured**
  - (ii) with the general consent of the **Insured** or a representative of the **Insured** by any person who to the knowledge of the **Insured** or such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence and

(iii) to liability which is insured or would but for the existence of Section 1B be insured under any other insurance.

### 7. Cross Liabilities

Where the **Insured** comprises more than one party **The Company** will treat each party as the **Insured** as if a separate **Policy** had been issued to each provided that nothing in this extension will increase the liability of **The Company** beyond the amount for which **The Company** would have been liable had this extension not applied. In the event of cancellation of a **Policy** where the **Insured** comprises more than one party the cancellation request must be received from all parties.

### 8. General Data Protection Regulations

**We** will indemnify **You** in respect of legal liability under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), in connection with personal data (as defined in the Regulation) processed by **You** provided that **We** will not be liable for:

- (a) the payment of fines and penalties
- (b) the cost of replacing reinstating rectifying or erasing any personal data.

**Our** liability shall not exceed **£1,000,000** or the Limit of Indemnity shown in the **Schedule**, whichever is the lower, during any one **Period of Insurance** inclusive of costs and expenses

# Section 1: Legal Liabilities

## Section 1C: Products Liability and Sales and Service Indemnity

This Section is operative only if shown in the **Schedule**.

### Cover

**The Company** will, subject to the indemnity limit for Section 1C stated in the **Schedule**, indemnify the **Insured** against:

1. (a) all sums which the **Insured** shall become legally liable to pay as damages (including interest thereon) and  
(b) claimants' costs and expenses in respect of the **Occurrences** stated in Section 1C;
2. all costs and expenses incurred by the **Insured** with **The Company's** written consent in defending any claim and
3. the solicitor's fees incurred with **The Company's** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any **Occurrence** which may be the subject of indemnity under these sections or at any coroner's inquest or fatal accident inquiry.

### Definitions

#### Occurrences

1. accidental **Bodily Injury** to any person
2. accidental damage to **Property** occurring anywhere in the world during the **Period of Insurance** and caused by any **Products Supplied** in or from Great Britain, Northern Ireland and Channel Islands or the Isle of Man.

#### Indemnity Limit

**The Company's** liability under this section for all damages (including interest thereon) payable in respect of all **Occurrences** during any one **Period of Insurance** shall not exceed the indemnity limit for Section 1C stated in the **Schedule**.

**The Company's** liability under this Section for all damages payable in respect of all **Occurrences** arising directly or indirectly from **Communicable Disease** during any one **Period of Insurance** and in the aggregate shall not exceed **£1,000,000** inclusive of all costs and expenses. This limit will form part of and not be in addition to the Indemnity Limit stated in the **Schedule**.

#### Computer System

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

#### Cyber Act

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

#### Cyber Incident

- (a) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or

# Section 1: Legal Liabilities

## Section 1C: Products Liability and Sales and Service Indemnity *continued*

- (b) Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

### Craft

Any Craft or thing made or intended to float on or in or travel through water, air or space.

### Data

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

### Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

### Pollution or Contamination

- (a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (b) All **Bodily Injury** or loss or damage directly or indirectly caused by such pollution or contamination

arising from any **Pollutants**.

### Products Supplied

Any goods (including their containers, packaging, labelling and instructions for use) manufactured, sold, supplied, hired out, repaired, renovated, serviced, altered, erected, installed or treated by the **Insured** in connection with the **Business** and no longer in the charge or control of the **Insured**.

### Servicing of Vehicles

The repair, testing, servicing, maintenance, alteration, cleaning or inspection of any vehicle held in trust by the **Insured** or in the **Insured's** custody or control for the purpose of the **Business**.

### Communicable Disease

- (a) Coronavirus being:
- (i) any coronavirus; or
  - (ii) any disease caused by any coronavirus; or
  - (iii) any mutation or variation of any coronavirus or of any disease caused by any coronavirus.
- (b) Any other infectious disease in humans which has been determined or declared to:
- (i) constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/or
  - (ii) an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room.

### Compensation

All sums which the **Insured** shall be legally liable to pay as Compensation other than punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

**Insured** – shall include

- (a) personal representatives of the **Insured** in the event of the death of the **Insured** but only in respect of liability incurred by the **Insured**



# Section 1: Legal Liabilities

## Section 1C: Products Liability and Sales and Service Indemnity *continued*

- (b) if the **Insured** so requests:
- (i) any director, partner or **Employee** of the **Insured** while acting in connection with the **Business** provided that the **Insured** would have been entitled to indemnity under the respective section if the claim had been made against the **Insured**
  - (ii) any officer or member of the **Insured's** canteen, sports or welfare organisations and fire, security, first aid, medical and ambulance services in his/her respective capacity as such.

Provided that such persons shall observe fulfil and be subject to the terms conditions exclusions and limits of each section and the **Policy** insofar as they can apply.

**Business** – shall include

- (a) the ownership, repair, maintenance and decoration of the **Business Premises**
- (b) private work undertaken by any **Employee** of the **Insured** for the **Insured** or with the **Insured's** consent for any director, partner or other **Employee** of the **Insured** and
- (c) the provision and management of canteen, sports and welfare organisations for the benefit of **Employees** and fire, security, first aid, medical and ambulance services.

### Conditions

1. Section 1C will not apply to liability assumed by the **Insured** under agreement, other than under any condition or warranty of goods implied by law, unless such liability would have attached in the absence of such agreement.

### Exceptions

**The Company** shall not be liable under this section in respect of:

1. damage to or the cost of repair, alteration, replacement, removal or recall of any **Products Supplied** which give rise to a claim or any refund for such **Products Supplied**.
2. liability arising from advice, design formula or specification provided by or on behalf of the **Insured** for a fee or in circumstances where a fee would normally be charged.
3. liability for **Bodily Injury** caused to any **Employee** of the **Insured** arising out of and in the course of such person's employment or engagement by the **Insured** in the **Business**.
4. liability caused by or arising from **Property** in the **Insured's** charge or control.
5. **Products Supplied** which to the knowledge of the **Insured** are to be used as a critical part in connection with the flying or navigation of any aircraft, marinecraft, spacecraft, rocket, missile or satellite of any kind.
6. liquidated damages, fines or penalties.
7. punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
8. all liability in respect of **Pollution or Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance** provided that

# Section 1: Legal Liabilities

## Section 1C: Products Liability and Sales and Service Indemnity *continued*

- (a) all **Pollution or Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
  - (b) the liability of the **Company** for all damages (including interest thereon) payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the indemnity limit for section 1C stated in the **Schedule**.
9. all liability in respect of **Pollution or Contamination** occurring in the United States of America and/or Canada and/or their dependencies or trust territories section.
10. **Products Supplied** which to the knowledge of the **Insured** are exported to the United States of America and/or Canada and/or their dependencies or trust territories unless otherwise agreed by **The Company**.
11. caused by or arising from any action brought against the **Insured** in any country not being a member of the European Union where the **Insured** has a branch or a parent or subsidiary company or is represented by a person or company holding the **Insured's** power of attorney.
12. liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
- (a) any **Cyber Act** or **Cyber Incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**
  - (b) loss of use, reduction of functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**.
- This Exception shall not apply in respect of:
- (i) **Bodily Injury**
  - (ii) physical damage to material property directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** or a **Cyber Incident**.

### Extensions

#### 1. Court Attendance Costs

In the event of any of the undernoted persons attending court as a witness at the request of **The Company** in connection with a claim in respect of which the **Insured** is entitled to indemnity under this section, **The Company** will pay **Compensation** to the **Insured** at the following rates per day for each day on which attendance is required:

- (a) any director or partner of the **Insured** **£250**
- (b) any **Employee** **£150**.

#### 2. Health and Safety at Work Act 1974 and Corporate Manslaughter and Corporate Homicide Act 2007

**The Company** will indemnify the **Insured** and at the **Insured's** request any director or partner of the **Insured** or any **Employee** against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been

# Section 1: Legal Liabilities

## Section 1C: Products Liability and Sales and Service Indemnity

*continued*

committed in the course of the **Business** during the **Period of Insurance**. **The Company** will also pay prosecution costs awarded and the costs incurred with its written consent in appealing against any judgement given. Provided that this indemnity shall not apply to the payment of fines or penalties.

### 3. Cross Liabilities

Where the **Insured** comprises more than one party **The Company** will treat each party as the **Insured** as if a separate **Policy** had been issued to each provided that nothing in this extension will increase the liability of **The Company** beyond the amount for which **The Company** would have been liable had this extension not applied.

### 4. Consumer Protection and Food Safety Act

**The Company** will indemnify the **Insured** and at the **Insured's** request any director partner or **Employee** of the **Insured** against legal costs and expenses incurred with **The Company's** written consent in connection with the defence of any proceedings or any appeal against conviction arising from such proceedings brought for a breach of

- (a) part 2 of the Consumer Protection Act 1987 or
- (b) section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**. Provided that this indemnity shall not apply to

- (i) the payment of fines or penalties
- (ii) proceedings or appeals in respect of any deliberate act or omission by the **Insured**

- (iii) costs or expenses insured by any other party.

### 5. Servicing of Vehicles

**The Company** will, within the terms of this Section, indemnify the **Insured** in respect of liability for damage to any vehicle arising out of the **Servicing of Vehicles** in the course of the **Business**.

**The Company** will not be liable for loss or damage:

- (a) for any vehicle in or on the **Business Premises** of the **Insured** or any **Employee** or sub-contractor resulting directly or indirectly from fire, explosion, theft or attempted theft, vandalism or malicious damage
- (b) caused by the supply of tyres other than tyres or remoulds processed by a recognised manufacturer
- (c) caused by any process of cleaning or use of chemicals used other than in accordance with the manufacturers instructions or recommendations as to use
- (d) for the cost of repairing, replacing, removing, rectifying, recalling or making any refund in respect any vehicle serviced by the **Insured**, other than to any vehicle sold or supplied by the **Insured** or where loss or damage to such vehicle is a direct result of work undertaken by the **Insured** or on the **Insured's** behalf
- (e) rectifying the original repair, testing, servicing, maintenance, alteration, cleaning or inspection giving rise to the **Insured's** liability.

# Section 2 – Loss of or Damage to Vehicles at Your Business Premises

This Section is operative only if shown in the **Schedule**.

## Cover

1. For **Insured Vehicles** kept in locked buildings and locked yards or compounds **We** will pay for loss of or damage to the **Insured Vehicle** and its accessories and spare parts while in or on the **Insured Vehicle**, caused by fire, theft, attempted theft, malicious damage and vandalism occurring during the **Period of Insurance** while at the **Business Premises**.
2. For **Insured Vehicles** kept in the open **We** will pay for loss of or damage to the **Insured Vehicle** and its accessories and spare parts while in or on the **Insured Vehicle**, caused by fire or theft, occurring during the **Period of Insurance** while at the **Business Premises**.

## The Most We will pay

1. The most **We** will pay for damage or loss to an **Insured Vehicle**.

**We** may choose to repair or replace the **Insured Vehicle**, accessory or spare part or pay an amount up to the **Trade Market Value** of the **Insured Vehicle** (including spare parts or accessories) or the Sum Insured for Section 2 shown in the **Schedule**, whichever is less. **We** will not pay more than the Sum Insured for Section 2 shown in the **Schedule**, for any one claim or series of claims in any one **Period of Insurance**.

2. The most **We** will pay for damage or loss to vehicles not owned by **You** or **Your Spouse** and which are in **Your** custody or control for the purpose of service, upkeep or repair.

**We** may choose to repair or replace the **Insured Vehicle**, accessory or spare part or pay an amount up to the **Market Value** of the **Insured Vehicle** (including spare parts or accessories) or the Sum Insured for Section 2 shown in the **Schedule**, whichever is less. **We** will not pay more than the Sum Insured for Section 2 shown in the **Schedule**, for any one claim or any series of claims in any one **Period of Insurance**.

If to **Our** knowledge the **Insured Vehicle** belongs to someone else or is part of a hire purchase or leasing agreement, any payment for loss of or damage to the **Insured Vehicle** that is not made good by repair, reinstatement or replacement may, at **Our** discretion, be made to the legal owner whose receipt shall be a full discharge of **Our** liability. **We** will not enter into negotiation with any third party with regard to valuation of **Your Vehicle**.

## We will also pay

For the reasonable costs of protection and removal to the nearest repairers and delivery to **You**, at the address shown on the **Schedule**, following a claim covered by this **Policy**.

# Section 2 – Loss of or Damage to Vehicles at Your Business Premises

*continued*

## Definitions

### Business Premises in respect of Section 2

1. During business hours and when attended: The part of the buildings and land situated at the business address shown in the **Schedule** and occupied and used by **You** for the purpose of the **Business** shown in the **Schedule**, including pavements, roadways and alleys within a radius of 50 metres from the business address.
2. Outside business hours or when left unattended: The part of the buildings and land situated within the boundaries of the business address shown in the **Schedule** and occupied and used by **You** for the purpose of the **Business** shown in the **Schedule**.

### Vacant or Unoccupied

Buildings or **Business Premises** that have become unoccupied, untenanted or which have not been actively used for a period of more than 7 days.

### Trade Market Value

Applicable to vehicles which are **Your** property or the property of **Your Spouse** if he or she is a named driver on **Your** Motor Trade Road Risks **Policy**. The cost to replace the **Insured Vehicle** which is the price **You** would pay at that time to buy one replacement vehicle with the intention of selling it, for a profit, at a later date. The vehicle must be of a similar make, model, year, mileage and condition. We use such publications as Glass's Guide to set the Trade Market Value of the vehicle.

### Market Value

Applicable only to vehicles not the property of **You** or **Your Spouse** and which are in **Your** custody or control for the purpose of upkeep, service or repair. The cost to replace the **Insured Vehicle** which is the price a member of the public would pay at the time to buy one replacement vehicle. The vehicle must be of a similar make, model, year, mileage and condition. **We** use such publications as Glass's Guide to set the Market Value of the vehicle. Contents of customer's vehicles are not covered.

## Conditions

### Security

1. All **Insured Vehicles** are to be left fully locked with all windows, sun roofs and any other openings, closed and keys removed at all times.
2. Keys to all **Insured Vehicles** and any wheel clamp keys to be kept in a secured, locked safe or purpose built key cabinet at all times or at a different address to the business address shown in the **Schedule**. The safe or key cabinet must be out of sight of the public and have the key removed.
3. In addition to points 1 and 2 above, when outside of business hours or when the **Business Premises** are left unattended the following conditions apply:
  - (a) For vehicles kept in a locked building: all external doors must be fitted with a five lever mortice deadlock or close shackle pad lock conforming

# Section 2 – Loss of or Damage to Vehicles at Your Business Premises

*continued*

to BS3621. All accessible windows, fanlights and skylights must be fitted with key operated window locks. In the case of louvred windows the louvres must be permanently fixed in place

- (b) For vehicles kept in a locked yard or compound: the perimeter of the yard or compound must be constructed of brick, permanent concrete or steel posts or hoops with a minimum height of 2 feet, or a steel wire fence with a minimum height of 3 feet. All entry or exit points must be protected by steel locking posts or locking gates secured by close shackle padlocks
- (c) For vehicles kept in the open: all immediately accessible or moveable vehicles must be locked, have the steering lock engaged and be fitted with a suitable wheel clamp.

## Exceptions

We will not pay for:

1. any loss or damage to an **Insured Vehicle** not at, in or on **Your Business Premises**.
2. any loss or damage to an **Insured Vehicle** left in the open caused by attempted theft, malicious damage or vandalism.
3. any loss or damage to an **Insured Vehicle** caused by accidental damage.
4. depreciation of the **Insured Vehicle**.
5. any decrease in the value of the **Insured Vehicle** following repair.
6. any cost or part of any cost of repair which improves the **Insured Vehicle** beyond its condition before the loss or damage.
7. wear and tear of the **Insured Vehicle**.
8. mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakages.
9. damage to tyres caused by braking, punctures, cuts or bursts.
10. confiscation, requisition or destruction by or under order of any government or local authority.
11. the **Excess** shown on the **Schedule** for each and every occurrence to any one **Insured Vehicle**. Any event leading to a claim for an **Insured Vehicle** will be treated as a separate incident for the purposes of the **Policy** and each **Insured Vehicle** will be subject to the appropriate **Excess**.
12. any claim under this Section of the **Policy** resulting from theft whilst the ignition keys have been left in or on the **Insured Vehicle** or if all the doors, windows and other openings have not been closed and locked.
13. loss or damage to the **Insured Vehicle** arising directly or indirectly from work on the **Insured Vehicle** by **You** or any person working for **You** or on **Your** behalf.
14. loss or damage to the **Insured Vehicle** resulting from fraud or deception or by use of a counterfeit or other form of payment which a bank or building society will not authorise or by theft or attempted theft by a purported purchaser or his agent.
15. loss or damage to the **Insured Vehicle** arising from the malicious act of any **Employee** or partner or member of **Your** family.

## Section 2 – Loss of or Damage to Vehicles at Your Business Premises

*continued*

16. any loss or damage greater than **£250** to any permanently fitted radios, cassette players, compact disc players, CB radios, telecommunication equipment, satellite navigation, gaming consoles, DVD or video equipment.
17. loss of use of the **Insured Vehicle**.
18. loss or damage caused by an inappropriate type or grade of fuel being used.
19. loss of or damage to any motorcycle, scooter, quad bike or trike (three wheeled motorcycle).
20. if the **Insured Vehicle** is damaged and a part or accessory cannot be repaired or replaced, **We** will only pay **You** the amount shown in the manufacturer's last United Kingdom list price. If the **Insured Vehicle** is an imported vehicle and the part or accessory has never been available in the United Kingdom, **We** will only pay the manufacturer's list price in the country the **Insured Vehicle** came from. **We** will not pay for the cost of importing any part or accessory needed to repair the **Insured Vehicle**.
21. any loss or damage to any vehicles where the **Business Premises** has become **Vacant or Unoccupied**, untenanted or which have not been actively used for a period of more than 7 days.

# Section 3: Endorsements

Endorsements are only operative if shown in the **Schedule**.

## 1. Work Away Exclusion

**The Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to **Property** caused by or in connection with any manual work away from the **Business Premises** by the **Insured** or his **Employees** (other than for collection and delivery only).

## 2. Heat Away Exclusion

**The Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to **Property** caused by or in connection with the use of oxyacetylene or similar welding or cutting apparatus or naked flame in use away from the **Insured's Business Premises**.

## 3. Hazardous Locations Exclusion

**The Company** shall not be liable in respect of **Bodily Injury** or loss of or damage to **Property** caused by or in connection with any work on or in:

- (a) docks, harbours or railways
- (b) watercraft or offshore gas or oil installations
- (c) chemical or petrochemical works, oil or gas refineries or storage facilities
- (d) aircraft, airports or airfields
- (e) power stations
- (f) nuclear power stations
- (g) any installation where nuclear processing is undertaken
- (h) towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, flyovers, dams, motorways, quarries, mines or collieries.

## 4. Efficacy Exclusion

**The Company** shall not be liable in respect of **Bodily Injury** or loss of or **Damage to Property** caused by or in connection with the failure or partial failure of any product or part thereof to perform the function for which it was intended.



## Your Business Insurance

Motor Trade Internal Risks

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