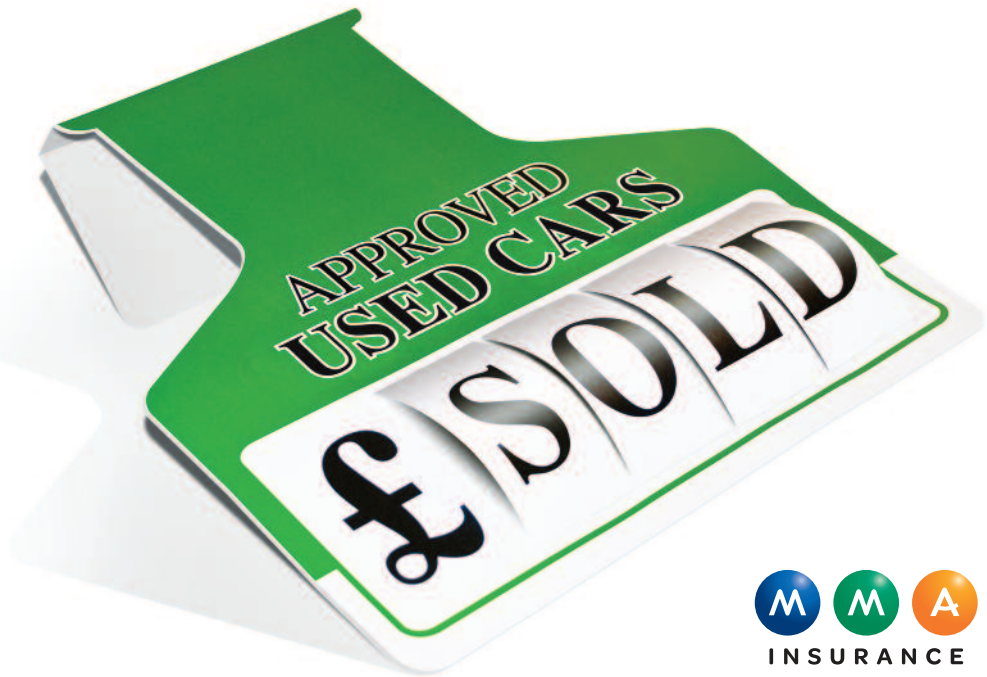


# Motor Trade Internal Risks Policy



# Introduction

Thank **You** for choosing MMA Insurance.

This is **Your** Motor Trade Internal Risks **Policy**. It sets out the details of the cover **You** have with MMA Insurance plc.

In return for **You** having agreed to pay **Your** premium including any tax applicable and subject to the **Policy** terms and conditions, **We** will provide the insurance described in this contract during the **Period of Insurance**.

Please keep **Your Policy** in a safe place, as **You** may need to refer to it if **You** make a claim or if **You** require assistance. This **Policy** and the **Schedule** shall be read together.

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# How to Make a Claim

New Claims can be reported by contacting the **MMA Commercial Care Line on 0844 902 0790**. This is an exclusive service to MMA Insurance and is available **24 hours a day, 365 days a year**.

**You** can also fax any documentation relating to commercial claims to the following dedicated fax number: **0845 604 8628** or in writing to: **Commercial Care Line, PO Box 471, Cardiff CF10 3ZX**.

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

Staff trained in managing commercial claims can:

- Take the details of **Your** claim over the phone
- Take control of the management of claims from start to finish and arrange replacement goods lost or stolen using the latest product information

- Arrange for any damaged or stolen **Insured Vehicles** to be repaired or, if they are beyond economical repair, to be valued by an engineer
- As an MMA **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.

If any additional information is required in order to validate **Your** claim MMA will advise **You** once the claim details have been received.

# 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.

## We/Us/Our/The Company

MMA Insurance plc.

## The Policyholder/Insured/You/Your

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

## Your Spouse

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

## 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.

## Policy

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

## Schedule

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

## Period of Insurance

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

# Definitions

continued

## Excess

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

## Territorial Limits

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

## Business

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

## Property

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

## 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 sub-contractor

- (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.

## Bodily Injury

- (a) death, injury, illness or disease

- (b) mental anguish or shock but not defamation.

# Customer Information

## Complaints Procedure

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

Alternatively, if **You** need to complain, please contact **Us** at the following address, quoting **Your** policy or claim number.

Quality Assurance, MMA Insurance plc,  
Norman Place, Reading RG1 8DA.  
Telephone: 0844 902 1000  
Website: [www.mma-insurance.com](http://www.mma-insurance.com)

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

If **You** should remain dissatisfied, once MMA has had the opportunity to resolve **Your** complaint, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service (FOS). For further details they can be contacted at South Quay Plaza, 183 Marsh Wall, London E14 9SR.  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Financial Services Compensation Scheme (FSCS)

**We** are covered by the Financial Services Compensation Scheme (FSCS). **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, 7th Floor, Lloyds Chambers, Portsooken Street, London E1 8BN.  
[www.fscs.org.uk](http://www.fscs.org.uk).

## Law Applicable to Contract

It is possible to choose the law applicable to a contract of insurance covering a risk situated in the United Kingdom. **We** have chosen Scottish Law if **You** live in Scotland and English Law if **You** live elsewhere in the United Kingdom. Payment of **Your** premium is evidence of acceptance of **Our** choice. If any other law is to apply, it must be agreed by both parties and evidenced in writing.

## Cancellation

**You** have a right to cancel the policy during a period of 14 days from the day of purchase of the contract or the day on which **You** receive **Your** policy documentation whichever is the later.

# Customer Information

continued

If **You** wish to do so and the insurance cover has not yet commenced **You** will be entitled to a full refund of the premium paid.

Alternatively if **You** wish to do so and the insurance cover has already commenced **You** will be entitled to a refund of premium with a reduction for the period **You** have been covered subject to a minimum premium of £25 being retained by the company to cover administration costs.

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 no refund will be given.

To exercise **Your** right to cancel, please contact **Your** insurance advisor at the address shown on your schedule

If **You** do not exercise **Your** right to cancel **Your** policy, it will continue in force and **You** will be required to pay the premium.

For **Your** cancellation rights outside the initial 14 day period please refer to the cancellation condition on page 9 of this policy document.

## Exchange of Information

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd). The aim is to help **Us** to check information provided and also to prevent fraudulent claims. **We** will pass information to the appropriate register(s). In dealing with any claim **We** may search the register(s).

In order to prevent or detect fraud **We** will check your details with various fraud prevention agencies. If false or inaccurate information is provided and fraud is suspected details will be passed to these agencies to prevent fraud and money laundering. Other users of these 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 out further details 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 by contacting **Us** at [info@mma-insurance.com](mailto:info@mma-insurance.com).

# Customer Information

continued

## 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.

# Conditions applicable to all Sections

## Claims procedure and requirements

1. 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 MMA Commercial Care Line** number **0844 902 0790**. The Commercial Care Line is available 24 hours a day 365 days a year and also has a dedicated fax number **0845 604 8628**. **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**

# Conditions applicable to all Sections

continued

(d) prosecute in **Your** name, for **Our** benefit, any claim against any other person in respect of any amount paid or payable.

3. **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**.

## Alteration in risk

**You** must tell **Us** or **Your** insurance adviser immediately of any alteration in risk that materially affects **Your Policy**.

1. Material information would include:
  - (a) a change to the location of any **Property** to a different **Business Premises**
  - (b) a change to the value of vehicles or **Property** to be insured
  - (c) any other information, which makes losses more likely to happen or more serious if they do happen.

2. Cover under this **Policy** will cease in the event of any alteration which increases the risk of **Damage**, or where the **Insured's** interest ceases (other than by will or operation of law), unless such alteration is agreed in writing by the **Company**. If the **Business** is wound up or carried on by a Liquidator or Receiver or permanently discontinued, cover under Section 3C is inoperative.

## Cancellation

1. the policy may be cancelled:
  - (a) by **You** giving instruction to **Us** at any stage
  - (b) by **Us** sending 14 days written notice by recorded delivery to **Your** last known address.
2. in the event of **You** cancelling **Your** policy within a period of 14 days from the inception or renewal date of **Your** policy or if later the date which the contractual terms and conditions are received **You** will be entitled to a refund of premium with a deduction for the period **You** have been covered subject to a minimum premium of £25 being retained by the Company to cover administration costs.

# Conditions applicable to all Sections

continued

3. in the event of the policy being cancelled at any other time **You** will be entitled to a refund of premium paid subject to a deduction for the period for which **You** received cover **We** will also deduct a further administration charge of £25.
4. 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 no refund for the unexpired portion of premium will be given.

## Information Supplied

**We** will only provide the cover described in this **Policy** if:

- (a) all the terms and conditions of this **Policy** so far as they apply have been met by **You** or any one claiming under this **Policy**
- (b) any information given by **You**, and on which this contract is based, is complete and correct as far as **You** know.

## 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.

## Fraud

**We** will not pay the claim and all benefit under the **Policy** is forfeited if **You** or anyone acting for **You** makes a claim under the **Policy** knowing the claim to be false, fraudulently inflated, supported by fraudulent documents, if a fraudulent statement has been made in order to obtain the insurance or if loss, **Damage** or **Bodily Injury** is caused by **Your** wilful act or with **Your** connivance. This includes providing false information regarding the circumstances of the loss or **Damage**.

# Exceptions applicable to all Sections

We shall not be liable in respect of:

## Exception 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.

## Exception 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.

## Exception 3 – Nuclear Risks

Any **Bodily Injury**, loss, **Damage**, accident or liability caused directly or indirectly by:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of such assembly.

## Exception 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.

## Exception 5 – Pollution

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 this **Pollution or Contamination** is directly caused by an incident which occurs in its entirety at a specific time and place during the **Period of Insurance** and is sudden and identifiable and unintended and unexpected. All pollution that arises out of one incident shall be considered to have occurred at the time the incident took place.

## Exception 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.

# Exceptions applicable to all Sections

continued

## Exception 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**.

## Exception 8 – Terrorism

Liability, loss or **Damage** caused directly or indirectly by an act of terrorism as defined in the UK Terrorism Act 2000 is excluded except where **We** need to provide the minimum insurance required by Employers' Liability legislation.

## Exception 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.

## Exception 10 – Electronic Data Recognition

**Damage** to any **Property** or any loss or expense resulting, or arising therefrom, or any **Indirect Loss** or any legal liability, other than in respect of **Bodily Injury** to an **Employee** or financial loss directly or indirectly caused by or

contributed to by or consisting of or resulting from the failure of any computer, data processing equipment, media or system microchip, integrated circuit or similar device or any computer software or other equipment or system for processing, storing or retrieving data, whether the property of the **Insured** or not,

- (i) to correctly recognise any date as its true calendar date
- (ii) to capture save or retain and/or to correctly manipulate, interpret or process any data, information command or instruction as a result of treating any date otherwise than as its true calendar date
- (iii) to capture, save, retain or to correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or to correctly process such data on or after any date

but this shall not exclude **Damage** to any **Property** or any loss or expense resulting or arising therefrom or any **Indirect Loss** or financial loss not otherwise excluded which itself results from:

# Exceptions applicable to all Sections

continued

1. Fire, lightning, explosion, earthquake.
2. Riot, civil commotion, strikers, labour or political disturbance, malicious persons or vandals.
3. Storm or Flood but excluding
  - (a) Damage resulting from frost, subsidence, ground heave, landslip or changes in the water table level
  - (b) Property in the open
  - (c) Damage to fences gates and posts.
4. Bursting, overflowing or leakage of water tanks, apparatus or pipes or the escape of oil from any fixed domestic heating installation excluding **Damage** occurring whilst the **Business Premises** are empty or disused.
5. Accidental discharge or leakage from any automatic sprinkler installation provided such discharge or leakage is not caused by freezing or when the **Premises** are empty or disused.
6. Falling trees or parts of trees but excluding **Damage** caused by the felling or lopping of trees or by tree roots.
7. Impact by any animal, vehicle, aircraft or any aerial device or articles dropped or falling therefrom.
8. Leakage of beverages from storage containers and connected apparatus.
9. Theft or attempted theft
  - (a) involving entry to or exit from the **Premises** by forcible and violent means
  - (b) as a result of actual or threatened violence or assault to the **Insured** any partner, director or **Employee** of the **Insured** or any person lawfully on the **Business Premises**.

## Exception 11 – Electronic Data

1. Electronic Data Exclusion  
This **Policy** does not insure loss, **Damage**, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality cost, expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

# Exceptions applicable to all Sections

continued

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

## 2. Electronic Data Processing Media Valuation

Should electronic data processing media insured by this **Policy** suffer physical loss or **Damage** insured by this **Policy** then the basis of valuation shall be the cost of the blank media plus the costs of copying ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering, nor any costs of recreating, gathering or assembling such ELECTRONIC DATA.

If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this **Policy** does not insure any amount pertaining to the value of such ELECTRONIC DATA to the **Insured**, or any other party even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

# Policy Cover

## 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**

# Policy Cover

## Section 1 – Legal Liabilities

### Section 1A – Employers' 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.

#### 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.

# Policy Cover

## Section 1 – Legal Liabilities

### Section 1A – Employers' Liability

continued

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 exclusion 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 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**.

##### 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

# Policy Cover

## Section 1 – Legal Liabilities

### Section 1A – Employers' Liability

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. 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.

# Policy Cover

## 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**.

##### Craft

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

# Policy Cover

## Section 1 – Legal Liabilities

### Section 1B – Public Liability

continued

#### Pollution or Contamination

- (a) All **Pollution or Contamination** of **Buildings** or other structures or of water or land or the atmosphere and
- (b) all **Damage or Bodily Injury** directly or indirectly caused by such **Pollution or Contamination**.

#### 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**
- (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

# Policy Cover

## Section 1 – Legal Liabilities

### Section 1B – Public 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.

#### 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

# Policy Cover

## Section 1 – Legal Liabilities

### Section 1B – Public Liability

continued

(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

(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 exclusion 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**.

# Policy Cover

## Section 1 – Legal Liabilities

### Section 1B – Public Liability

continued

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.
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

# Policy Cover

## Section 1 – Legal Liabilities

### Section 1B – Public Liability

continued

(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.

### 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

# Policy Cover

## Section 1 – Legal Liabilities

### Section 1B – Public Liability

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. 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
- (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.

# Policy Cover

## Section 1 – Legal Liabilities

### Section 1B – Public Liability

continued

#### 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. Data Protection Act 1998

The **Company** will indemnify the **Insured** and at the **Insured's** request any director or partner of the **Insured** or any **Employee** against the sums which the **Insured** or any director or partner of the **Insured** or any **Employee** become(s) legally liable to pay as damages under section 13 of the

# Policy Cover

## Section 1 – Legal Liabilities

### Section 1B – Public Liability

continued

Data Protection Act 1998 for **Damage** or distress caused in connection with the **Business** during the **Period of Insurance** provided that the **Insured** is

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

The total amount payable including all costs and expenses under this extension in respect of all claims occurring during any one **Period of Insurance** is limited to **£250,000**.

The indemnity provided by this extension shall not apply to:

- (i) any **Damage** or distress caused by any deliberate act or omission by the **Insured** the result of which could reasonably have been expected by the **Insured** having regard to the nature and circumstances of such act or omission
- (ii) any **Damage** or distress caused by any act of fraud or dishonesty
- (iii) the costs and expenses of rectifying, rewriting or erasing data
- (iv) liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person
- (v) the payment of fines or penalties.

# Policy Cover

## 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:

- (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;
- 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 person
- 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**.

#### Craft

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

# Policy Cover

## Section 1 – Legal Liabilities

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

continued

#### 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**.

#### Pollution or Contamination

- (a) all **Pollution** or **Contamination** of **Buildings** or other structures or of water or land or the atmosphere and
- (b) all **Damage** or **Bodily Injury** directly or indirectly caused by such **Pollution** or **Contamination**.

#### 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**
- (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**

# Policy Cover

## Section 1 – Legal Liabilities

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

continued

- (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.

# Policy Cover

## Section 1 – Legal Liabilities

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

continued

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
  - (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.

# Policy Cover

## Section 1 – Legal Liabilities

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

continued

#### 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. 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. Data Protection Act 1998

The **Company** will indemnify the **Insured** and at the **Insured's** request any director or partner of the **Insured** or any **Employee** against the sums which the **Insured** or any director or partner of the **Insured** or any **Employee** become(s) legally liable to pay as damages under section 13 of the Data Protection Act 1998 for **Damage** or distress caused in

# Policy Cover

## Section 1 – Legal Liabilities

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

continued

connection with the **Business** during the **Period of Insurance** provided that the **Insured** is

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

The total amount payable including all costs and expenses under this extension in respect of all claims occurring during any one **Period of Insurance** is limited to **£250,000**.

The indemnity provided by this extension shall not apply to:

- (i) any **Damage** or distress caused by any deliberate act or omission by the **Insured** the result of which could reasonably have been expected by the **Insured** having regard to the nature and circumstances of such act or omission
- (ii) any **Damage** or distress caused by any act of fraud or dishonesty
- (iii) the costs and expenses of rectifying, rewriting or erasing data

- (iv) liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person
- (v) the payment of fines or penalties.

#### 5. **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

# Policy Cover

## Section 1 – Legal Liabilities

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

continued

- (ii) proceedings or appeals in respect of any deliberate act or omission by the **Insured**
- (iii) costs or expenses insured by any other party.

#### 6. 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.

# Policy Cover

## 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

# Policy Cover

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

continued

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**.

### 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.

# Policy Cover

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

continued

### 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 locked safe at all times or at a different address to the business address shown in the **Schedule**.
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 to BS3621. All accessible windows, fanlights and skylights must be fitted with key operated window locks. In the case of louvered windows the louveres 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.

# Policy Cover

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

continued

### 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.

# Policy Cover

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

continued

15. loss or damage to the **Insured Vehicle** arising from the malicious act of any **Employee** or partner or member of **Your** family.
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.

# Policy Cover

## Section 3 – Sales Office Risks

### Section 3A – Contents

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

#### Cover

The **Property** described in the **Schedule** belonging to the **Insured** or for which the **Insured** is legally responsible, is covered against **Damage** sustained at the **Business Premises** including costs and expenses necessarily incurred in removing debris following such **Damage** or while temporarily removed from the **Business Premises** for cleaning renovation or repair within the **Territorial Limits**.

#### Additional Cover

This Section also covers:

#### Fixed Glass

**Damage** to fixed glass (including its framework, lettering or any intruder alarm foil attached to it) at the **Business Premises**, including the cost of necessary boarding up pending replacement.

#### Replacement of Locks

Costs incurred as a result of the necessary replacement of locks at the **Business Premises**, following theft of keys from the **Business Premises** or

from the home of any director, partner or **Employee** authorised by the **Insured** to hold such keys, provided that the **Company's** liability shall not include the cost of replacing the locks of any safe or strongroom if the keys to such locks are left on the **Business Premises**, while closed for **Business**, or exceed **£1,000** for any one occurrence.

#### Additional Property Covered

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

#### 1. Stock

Stock and materials in trade, excluding any mechanically propelled vehicle or vehicle carrying trailer, including contents and goods in trust, the property of the **Insured** or for which the **Insured** is responsible excluding **Money**, securities, coins, stamps, jewellery, precious metals or stone or explosives provided that the **Company's** Liability shall not exceed **£1,000** in any one **Period of Insurance**.

#### 2. Radio and Television Masts

Radio and television receiving aerials, satellite aerials, their fittings or masts at the **Business Premises**.

# Policy Cover

## Section 3 – Sales Office Risks

### Section 3A – Contents

continued

#### 3. Theft Damage to the Buildings

The **Business Premises** if **Damage** is caused by theft or attempted theft involving entry to or exit from the **Business Premises** by forcible and violent means.

#### 4. Sanitary Fittings

Fixed sanitary ware and fittings at the **Business Premises**.

#### 5. Metered Water or Heating Oil

The insurance by this Section extends to include additional meter water or heating oil charges incurred by the **Insured** as a result of insured **Damage**, provided that the **Company's** liability shall not exceed **£2,500** in any one **Period of Insurance**. The amount payable shall be ascertained by comparing the charge made by the Water Suppliers on their account for the period during which the **Damage** occurred, with the normal charge in the same period in a previous year, adjusted for any other relevant factors affecting the **Insured's** consumption of water during such period.

#### Limits of Liability

The **Company's** liability during any one **Period of Insurance** shall not exceed in respect of:

1. all loss or **Damage** the Sum Insured for Section 3A specified in the **Schedule**
2. personal effects or tools, belonging to the **Insured** or any director, partner, client or **Employee** of the **Insured**, **£500** any one person
3. Electronic Equipment **£1,000**.

#### Claims Settlement

Following **Damage** the **Company** will pay the cost of reinstating the **Property** equal to its condition when new provided that:

1. this is carried out without delay and in the most economical manner
2. when any **Property** is partially damaged the **Company's** liability shall not exceed the reinstatement cost that would have been incurred had it been wholly destroyed
3. no payment will be made until reinstatement has been carried out

# Policy Cover

## Section 3 – Sales Office Risks

### Section 3A – Contents

continued

4. if the damaged **Property** is not reinstated a loss will be settled after allowance for depreciation
5. in respect of **Business Files** the **Company's** liability shall be limited to costs and expenses incurred in reproducing or recompiling them but shall not include the value to the **Insured** of the information that they contain.

#### Automatic Reinstatement of Sum Insured

In the event of a loss the Sum Insured will be automatically reinstated by the amount of the loss provided that:

1. the **Insured** pays the appropriate additional premium for such reinstatement of Sum Insured
2. the **Insured** implements without delay any amendments to the protections of the **Business Premises** that the **Company** may require
3. in respect of **Damage** by theft or attempted theft the automatic reinstatement of Sum Insured shall apply on the first occasion only in one **Period of Insurance**.

#### Definitions

##### Buildings

**Buildings** including permanent outbuildings, portacabins, walls, gates and fences, landlords fixtures & fittings and tenants improvements.

##### 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.

##### Damage

Accidental loss, destruction or damage.

##### Property

Material Property.

##### Business Files

Account books, deeds, manuscripts, plans, drawings, models, maps, records, computer discs and tapes, films, transparencies or art work for the cost of materials and clerical labour incurred in reproducing documents (but not the cost of producing information to be recorded).

# Policy Cover

## Section 3 – Sales Office Risks

### Section 3A – Contents

continued

#### Business Contents

Office contents, fixtures fittings, external blinds and signs, (including personal effects or tools belonging to the **Insured** or any director, partner, customer or **Employee** of the **Insured**) excluding **Money** and landlord's fixtures and fittings.

#### Electronic Equipment

Personal computers, laptop computers, modems, keyboards, VDU's and printers, dedicated word processing equipment, desktop publishing units, multi-user small business computers, facsimile machines, photocopiers, computer aided design equipment, telecommunication equipment, tv's, videos, hi-fi's, LCD projection panels, dictation machines, slide projectors and overhead projectors.

#### Conditions

##### 1. Security Requirements

It is a condition precedent to liability under this **Policy** in respect of loss, destruction or **Damage** by theft or attempted theft that:

1. all external doors to **Your Business Premises** must be fitted with and secured when unattended or out of business hours by:
  - (a) a 5 lever mortice deadlock and box striking plate conforming to BS3621
  - (b) a 5 (or more) lever close shackle padlock and locking bar
  - (c) in the case of aluminium or UPVC doors an integral cylinder operated swingbolt mortice lock
  - (d) in the case of double leaf doors the first closing leaf must be fitted with key operated locks or bolts top and bottom in addition to an appropriate locking mechanism as above

# Policy Cover

## Section 3 – Sales Office Risks

### Section 3A – Contents

continued

- (e) in the case of outward opening doors hinge bolts must be fitted in addition to an appropriate locking mechanism as above
- (f) an alternative form of lock or locking system which provides a level and quality of security at least equal to those specified above.

2. all accessible windows, fanlights and skylights must be fitted with and secured when unattended or out of business hours by:

- (a) key operated window locks, or be protected by solid steel bars of not less than 3/4 inch diameter, not more than 5 inches apart and securely grouted into the brickwork or masonry surrounding the window
- (b) in the case of louvred windows the louvres must be permanently fixed in place.

#### Warning

In the case of any doors or windows which are designated Fire Exits please consult with Your local Fire Authority to ensure an acceptable balance between security and safety is maintained.

#### 2. Unoccupancy

It is a condition precedent to liability under this **Policy** that within 7 days of the **Business Premises**, or any part thereof, becoming **Vacant or Unoccupied** or not having been actively used for **Business** purposes, the **Company** is notified and

- (a) all services are turned off at the mains and the water and heating systems drained
- (b) the **Business Premises** are to be adequately secured against unauthorised entry
- (c) at least weekly inspections are to be made of the **Business Premises** by the **Insured**, or an authorised representative working on the **Insured's** behalf and
- (d) any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the **Business Premises**.

# Policy Cover

## Section 3 – Sales Office Risks

### Section 3A – Contents

continued

#### Exceptions

The **Company** will not be liable under this Section for **Damage**:

1. to livestock, car telephones, motor vehicles or accessories whilst thereon.
2. to blinds and signs not securely fixed to the **Business Premises**.
3. arising from theft or attempted theft:
  - (a) where the **Insured** or any director, partner or **Employee** of the **Insured** or member of the **Insured's** household is concerned as principal or accessory
  - (b) from an outbuilding.
4. due to unexplained disappearance or inventory shortage, misfiling or misplacing of information.
5. caused by:
  - (a) faulty or defective design, material or workmanship, inherent vice, latent defect, gradual deterioration, wear and tear or frost
  - (b) corrosion, rust, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, change in temperature, colour, flavour, texture or finish, vermin, insects, marring or scratching
  - (c) subsidence, ground heave or landslip or the normal settlement or bedding down of new structures
  - (d) collapse or cracking of buildings
  - (e) bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes, or the escape of oil from any fixed domestic heating installation when the **Business Premises** are **Vacant or Unoccupied**
  - (f) accidental discharge or leakage from any automatic sprinkler installation if such discharge or leakage is caused by freezing or when the **Premises** are **Vacant or Unoccupied**.

# Policy Cover

## Section 3 – Sales Office Risks

### Section 3A – Contents

continued

6. to **Property** caused by:
  - (a) its own mechanical or electrical breakdown or derangement
  - (b) use contrary to the manufacturers' instructions
  - (c) its undergoing any process.
7. to **Business Files** resulting from erasure or distortion of information on computer systems or other records:
  - (a) whilst mounted in or on any machine or data processing apparatus unless caused by **Damage** to the machine or apparatus or by malicious persons
  - (b) due to the defects in such records or deliberate falsification
  - (c) due to the presence of a magnetic flux or the deliberate act of the public supply, undertaking in restricting or withholding electricity supply.
8. arising from theft or attempted theft (other than as a result of actual or threatened violence or assault to the **Insured** or any partner, director or **Employee** of the **Insured** or any person lawfully on the **Business Premises**) not involving entry to or exit from the **Business Premises** by forcible and violent means.
9. (a) to **Fixed Glass** or **Sanitary Fittings** already damaged at the commencement of cover
  - (b) caused by scratching or chipping of **Fixed Glass** unless it extends through the complete fabric of the glass
  - (c) to **Fixed Glass** or **Sanitary Fittings** in any portion of the **Business Premises** which is **Vacant or Unoccupied**.
10. the **Excess** shown on the **Schedule** for each and every occurrence.

# Policy Cover

## Section 3 – Sales Office Risks

### Section 3B – Buildings

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

#### Cover

1. The **Buildings** at the Business Address described in the **Schedule** belonging to the **Insured** or for which the **Insured** is legally responsible are covered against **Damage**.
2. Following **Damage** covered by this Section the **Company** will also pay for:
  - (a) Removal of Debris: costs incurred with the consent of the **Company** in removing debris, dismantling, demolishing, shoring up or propping that part of the **Buildings** destroyed or damaged
  - (b) Architects and Surveyors Fees: architects, surveyors, consultants and legal fees necessarily incurred in the reinstatement of the **Buildings** but not for preparing any claim
  - (c) Public Authorities: the additional cost of reinstatement of the **Buildings** incurred solely to comply with any regulations arising out of an Act of Parliament, or with bye-laws of any municipal or local authority excluding
    - (i) cost incurred in complying with such regulations or bye-laws under which notice has been served upon the **Insured**, prior to the happening of the **Damage**, or in respect of undamaged parts of the **Buildings**
    - (ii) the amount of any rate, tax, duty development or other charge or assessment which may become payable following compliance with such regulations or bye-laws
  - (d) Emergency Services: repairing **Damage** to the grounds of the **Business Premises** caused by the Emergency Services up to a maximum of **£1,000** in any one **Period of Insurance**.

#### Additional Cover

##### Contracting Purchasers Interest

The cover provided by this Section in the event of the **Insured** contracting to sell the **Buildings** is extended to the purchaser who completes the sale up to and until the date of completion of sale provided that the **Buildings** are not otherwise insured.

# Policy Cover

## Section 3 – Sales Office Risks

### Section 3B – Buildings

continued

#### Underground Services

The cover provided by this Section is extended to include accidental **Damage** to underground service pipes and cables between the **Business Premises** and the public mains for which the **Insured** is responsible.

#### Limit of Liability

The **Company's** liability during any one **Period of Insurance** shall not exceed the Sum Insured for Section 3B shown in the **Schedule**.

#### Claims Settlement

Following **Damage** the **Company** will pay the cost of reinstating the **Buildings** equal to their condition when first provided that:

1. this is carried out without delay and in the most economical manner
2. when any **Building** is partially damaged the **Company's** liability shall not exceed the reinstated cost that would have been incurred had it been wholly destroyed
3. no payment will be made until reinstatement has been carried out
4. if the damaged **Building** is not reinstated a loss will be settled after allowance for depreciation.

#### Automatic Reinstatement of Sum Insured

In the event of a loss the Sum Insured in the **Schedule** will be automatically reinstated by the amount of the loss provided that:

1. the **Insured** pays the appropriate additional premium for such reinstatement of Sum Insured
2. the **Insured** implements without delay any amendments to the protections of the Business Premises that the **Company** may require.

#### Definitions

##### Buildings

**Buildings** including permanent outbuildings, portacabins, walls, gates and fences, landlords fixtures & fittings and tenants improvements.

##### 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.

##### Damage

Accidental loss, destruction or damage.

# Policy Cover

## Section 3 – Sales Office Risks

### Section 3B – Buildings

continued

#### Conditions

##### 1. Security Requirements

It is a condition precedent to liability under this **Policy** in respect of loss, destruction or **Damage** by theft or attempted theft that:

1. all external doors to **Your Business Premises** must be fitted with and secured when unattended or out of business hours by:
  - (a) a 5 lever mortice deadlock and box striking plate conforming to BS3621
  - (b) a 5 (or more) lever close shackle padlock and locking bar
  - (c) in the case of aluminium or UPVC doors an integral cylinder operated swingbolt mortice lock
  - (d) in the case of double leaf doors the first closing leaf must be fitted with key operated locks or bolts top and bottom in addition to an appropriate locking mechanism as above

- (e) in the case of outward opening doors hinge bolts must be fitted in addition to an appropriate locking mechanism as above
- (f) an alternative form of lock or locking system which provides a level and quality of security at least equal to those specified above.

2. all accessible windows, fanlights and skylights must be fitted with and secured when unattended or out of business hours by:
  - (a) key operated window locks, or be protected by solid steel bars of not less than 3/4 inch diameter, not more than 5 inches apart and securely grouted into the brickwork or masonry surrounding the window
  - (b) in the case of louvred windows the louvres must be permanently fixed in place.

#### Warning

In the case of any doors or windows which are designated Fire Exits please consult with Your local Fire Authority to ensure an acceptable balance between security and safety is maintained.

# Policy Cover

## Section 3 – Sales Office Risks

### Section 3B – Buildings

continued

#### 2. Unoccupancy

It is a condition precedent to liability under this **Policy** that within 7 days of the **Business Premises**, or any part thereof, becoming **Vacant or Unoccupied** or not having been actively used for **Business** purposes, the **Company** is notified and

- (a) all services are turned off at the mains and the water and heating systems drained
- (b) the **Business Premises** are to be adequately secured against unauthorised entry
- (c) at least weekly inspections are to be made of the **Business Premises** by the **Insured**, or an authorised representative working on the **Insured's** behalf and
- (d) any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the **Business Premises**.

#### Exceptions

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

1. to fixed glass or its framework.
2. to fences or gates caused by storm or flood.
3. caused by:
  - (a) theft or attempted theft
  - (b) faulty or defective design, materials or workmanship, inherent vice, latent defect, gradual deterioration, wear and tear or frost
  - (c) corrosion, rust, dampness, dryness, wet or dry rot, shrinkage, collapse, cracking, evaporation, contamination, changes in temperature, colour or texture or finish, vermin, insects, marring or scratching
  - (d) subsidence, ground heave or landslip or the normal settlement or bedding down of new structures.
4. the **Excess** shown on the **Schedule** for each and every occurrence.

# Policy Cover

## Section 3 – Sales Office Risks

### Section 3C – Business Interruption

This Section is operative only if shown in the **Schedule** and is only available in conjunction with Section 3A Contents.

#### Cover

If the **Business** carried on by the **Insured** at the **Business Premises** is interrupted or interfered with because of **Damage** to any building or other **Property** used by the **Insured**, at the **Business** address shown in the **Schedule** by a cause specified in Section 3A Contents, the **Company** will pay for the additional costs reasonably incurred by the **Insured** during the **Indemnity Period** in accordance with Claims Settlement of this Section.

#### Outstanding Debit Balances

If the **Insured's** records of **Outstanding Debit Balances** sustain **Damage** within the **Territorial Limits** by a cause covered under Section 3A Contents, and the **Insured** in consequence is unable to fully trace or establish the **Outstanding Debit Balances**, the **Company** will indemnify the **Insured** in accordance with Claims Settlement of this Section to a maximum of **£25,000** for any one **Period of Insurance**.

#### Additional Cover

The cover provided by this Section extends to include interruption of the **Business** as a result of:

##### 1. Prevention of Access

**Damage** to property in the vicinity of the **Business Premises** by a cause covered under Section 3A Contents which hinders or prevents access to the **Business Premises**.

##### 2. Disease, infestation and defective sanitation

The occurrence at the **Business Premises** of murder, suicide, food or drink poisoning, vermin, pests, defective sanitation or any human infectious or contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition), an outbreak of which the Local or Government Authority has stipulated shall be notified to them.

##### 3. Public Utilities

Accidental failure of public supplies of electricity, gas or water at the terminal ends of the public supply undertakings feed to the **Business Premises**, not occasioned by the deliberate act of any supply authority or by the exercise by any such authority of its power to withdraw or restrict supply.

# Policy Cover

## Section 3 – Sales Office Risks

### Section 3C – Business Interruption

continued

#### Limits of Liability

The **Company's** liability for all loss resulting from interruption of the **Business** arising during any one **Period of Insurance** shall not exceed the Sum Insured for Section 3C specified in the **Schedule**.

#### Claims Settlement

The **Company** will pay

1. for the additional costs and expenditure necessarily and reasonably incurred as result of interruption of or interference with the **Business** carried on at the **Business Premises** because of the **Damage** during the **Indemnity Period**
2. for professional accountants' charges reasonably incurred by the **Insured** for producing and certifying any particulars required by the **Company** in connection with the investigation and verification of a claim
3. in respect of **Outstanding Debit Balances** only
  - (a) the amount by which the **Outstanding Debit Balances** traced or received following the **Damage** shall fall short of the **Outstanding Debit Balances** before the **Damage** occurred

- (b) for additional expenditure incurred with the previous consent of the **Company** in tracing and establishing the **Outstanding Debit Balances**.

#### Automatic Reinstatement of Sum Insured

In the event of a loss the Sum Insured will be automatically reinstated by the amount of the loss provided that:

1. the **Insured** pays the appropriate premium for such reinstatement
2. in respect of interruption or interference with the **Business** because of **Damage** caused by theft or attempted theft the automatic reinstatement of the Sum Insured shall apply on the first occasion only in any **Period of Insurance**.

# Policy Cover

## Section 3 – Sales Office Risks

### Section 3C – Business Interruption

continued

#### Definitions

##### Indemnity Period

The period beginning when the **Damage** occurs and ending not more than 12 months later, during which the results of the **Business** shall be affected in consequence of the **Damage**.

##### Outstanding Debit Balances

The sums outstanding in the **Insured's** records of the individual amounts owed to the **Insured** by clients.

##### Buildings

**Buildings** including permanent outbuildings, portacabins, walls, gates and fences, landlords fixtures & fittings and tenants improvements.

##### 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.

##### Damage

Accidental loss, destruction or damage.

##### Property

Material Property.

#### Conditions

##### 1. Security Requirements

It is a condition precedent to liability under this **Policy** in respect of loss, destruction or **Damage** by theft or attempted theft that:

1. all external doors to **Your Business Premises** must be fitted with and secured when unattended or out of business hours by:
  - (a) a 5 lever mortice deadlock and box striking plate conforming to BS3621
  - (b) a 5 (or more) lever close shackle padlock and locking bar
  - (c) in the case of aluminium or UPVC doors an integral cylinder operated swingbolt mortice lock
  - (d) in the case of double leaf doors the first closing leaf must be fitted with key operated locks or bolts top and bottom in addition to an appropriate locking mechanism as above
  - (e) in the case of outward opening doors hinge bolts must be fitted in addition to an appropriate locking mechanism as above

# Policy Cover

## Section 3 – Sales Office Risks

### Section 3C – Business Interruption

continued

(f) an alternative form of lock or locking system which provides a level and quality of security at least equal to those specified above.

2. All accessible windows, fanlights and skylights must be fitted with and secured when unattended or out of business hours by

(a) key operated window locks, or be protected by solid steel bars of not less than 3/4 inch diameter, not more than 5 inches apart and securely grouted into the brickwork or masonry surrounding the window

(b) in the case of louvred windows the louvres must be permanently fixed in place.

#### Warning

In the case of any doors or windows which are designated Fire Exits please consult with **Your** local Fire Authority to ensure an acceptable balance between security and safety is maintained.

#### 2. Unoccupancy

It is a condition precedent to liability under this Policy that within 7 days of the **Business Premises**, or any part thereof, becoming **Vacant or Unoccupied** or not having been actively used for **Business** purposes, the **Company** is notified and

(a) all services are turned off at the mains and the water and heating systems drained

(b) the **Business Premises** are to be adequately secured against unauthorised entry

(c) at least weekly inspections are to be made of the **Business Premises** by the **Insured**, or an authorised representative working on the **Insured's** behalf and

(d) any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the **Business Premises**.

# Policy Cover

## Section 3 – Sales Office Risks

### Section 3C – Business Interruption

continued

#### Exceptions

1. The **Company** will not be liable under this section for **Damage** caused by subsidence, ground heave or land slip or the normal settlement or bedding down of new structures.
2. The **Excess** shown on the **Schedule** for each and every occurrence.

# Policy Cover

## Section 3 – Sales Office Risks

### Section 3D – Money

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

#### Cover

While within the **Territorial Limits**

1. **Money** is covered against Damage.
2. any safe, strongroom, case, cash box, bag or secure cash carrying facility used for the storage or carriage of **Money**, is covered against Damage as a result of theft or attempted theft of **Money** while:
  - (i) in the **Insured's Business Premises**
  - (ii) in transit
  - (iii) in a bank night safe until removed by an authorised bank official
  - (iv) in the dwelling of the **Insured** or of any person to whom such **Money** is entrusted

up to the Limits of Liability in respect of each occurrence.

#### Limits of Liability

1. **Non-negotiable Instruments** **£250,000**.
2. **Money** other than as described in 1 above
  - (a) in transit **£5,000**
  - (b) in a bank night safe **£5,000**
  - (c) in the **Insured's Business Premises**, when closed for Business or outside **Business** hours, and when contained in a locked safe or strong room **£1,000**
  - (d) in the **Insured's Business Premises** during **Business** hours and when open for **Business** **£5,000**
  - (e) in the dwelling of the **Insured** or of any person to whom such **Money** is entrusted **£500**.

# Policy Cover

## Section 3 – Sales Office Risks

### Section 3D – Money

continued

#### Definitions

##### Buildings

**Buildings** including permanent outbuildings, portacabins, walls, gates and fences, landlords fixtures & fittings and tenants improvements.

##### 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.

##### Damage

Accidental loss, destruction or damage.

##### Money

Cash, Bank Notes, Cheques, Girocheques, Banker's Drafts, Money Orders, Postal Orders, Bills of Exchange, unused Postage Stamps, National Insurance Stamps, National Savings Stamps and Certificates, Holidays with Pay Stamps, Credit Company Sales Vouchers, V.A.T. Purchase Invoices, Customer Redemption Vouchers and unused units in franking machines all the **Insured's** own or for which he is legally responsible and Trading Stamps and Luncheon Vouchers the **Insured's** own only while in his custody.

##### Non-Negotiable Instruments

Crossed Cheques, Crossed Girocheque, Crossed Banker's Drafts, Crossed Money Orders, used National Insurance Stamps, National Savings Certificates, Credit Company Sales Vouchers, V.A.T. Purchase Invoices and Unexpired units in Franking Machines.

##### Conditions

##### Special Condition

It is a condition precedent to liability under this Section that whenever **Money** in excess of **£2,000** is in transit at any one time:

- (a) the **Money** will be accompanied by not less than two responsible able bodied adult persons
- (b) the **Money** will be transported in a secure case, or other secure cash carrying facility.

# Policy Cover

## Section 3 – Sales Office Risks

### Section 3D – Money

continued

#### Exceptions

The **Company** will not be liable under this Section for:

1. **(a) Damage** due to error or omission in receipts, payments or accounting practice  
**(b) Indirect Loss** of any kind.
2. **Damage** due to the dishonesty of any director, partner or **Employee** of the **Insured** unless discovered within seven working days of its occurrence.
3. **Damage** resulting from a safe or strongroom being opened by the use of a key or a combination code, through the key or combination code having been left on the **Business Premises** while closed for **Business**.
4. Loss or theft from an unattended vehicle.
5. The **Excess** shown on the **Schedule** for each and every occurrence.

# Policy Cover

## Section 4 – 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.

# About MMA

MMA Insurance plc is a financially secure, well established UK insurer and a wholly owned subsidiary of French multi-national MMA IARD Assurances Mutuelles, a mutual insurer of some 180 years standing and part of Europe's leading insurance mutual, Covéa. We offer a range of bespoke and package products for small to medium sized businesses as well as household and motor insurance.

MMA's reputation is founded on a track record of consistent profitability, financial stability (Standard & Poor's rate MMA A- 'Stable') and reliability for over 50 years. Our long-term approach to doing business exclusively with our broker community ensures that we listen to their needs and respond with practical solutions that are sustainable. This spirit of partnership and mutual respect has resulted in very strong relationships with brokers across the UK.

MMA Insurance is a member of the Association of British insurers and is covered by the Financial Ombudsman Service. MMA is authorised and regulated by the Financial Services Authority.

All information in this document is correct at the time of printing (July 2011), for full up to date information please visit our website [www.mma-insurance.com](http://www.mma-insurance.com)



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