



Dealer Guard™

Policy



The business insurance solution for
caravan and motorhome dealerships



Welcome to AXA

One of the world's largest insurers

With more than 50 million customers across the globe, AXA is one of the world's largest financial services providers. We have a presence in over 50 countries, yet we pride ourselves on having a real understanding of local issues.

Care & support - when you need it

As one of the world leaders in financial protection and wealth management, we offer a wide range of insurance and financial products to meet your business and personal needs. Our commitment is to deliver our products with consistent care and support as and when you need it.

We employ 110,000 people worldwide, and are also the thirteenth largest company in the world by revenue (Fortune Global 500, 2005).

AXA Insurance UK plc is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.



Welcome to Wilby Ltd

Who Are We?

We are an independent insurance intermediary who act on our clients behalf in arranging their insurance policies. Established in 1984 by our present owners we have grown to become the largest Calderdale insurance broker, and were the first insurance broker in West Yorkshire to obtain the Investor in People standard.

We have developed extensive knowledge of the Caravan industry through our sister company Caravan Guard and from this have developed the exclusive Dealer Guard policy specifically written for Caravan and Motorhome dealers.

If You Need To Contact Us

Our registered address is:

Wilby Ltd, Gordon House, Charles Street, Halifax, HX1 1NA

We can be contacted via telephone, fax or email as follows:

Telephone: 01422 358525

Fax: 01422 357367

Email: dealerguard@wilbyltd.co.uk

The Financial Services Authority

The Financial Services Authority is the independent watchdog that regulates financial services. Wilby Ltd are authorised and regulated by the Financial Services Authority. Our FSA Register number is 305130 and you can check our status at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Our permitted business includes advising, arranging, dealing in and assisting with the placing and administration of all types of General Insurance policies.



Contents

Your Dealer Guard Policy	4
Definitions	5
Exclusions	6
General Conditions	7
Making Yourself Heard	11
Material Damage Section	14
Business Interruption Section	32
Employers Liability Section	50
Public Liability Servicing and Sale of Goods Section	54
Road Risks Section	63
Goods in Transit - Own Goods Section	70
Money Section	75
Selected All Risks Section	81

Your policy

The Company in consideration of the payment of the premium shall provide insurance against loss, destruction, damage or liability for injury or damage occurring at any time during the Period of Insurance (or any subsequent period for which the Company accepts a renewal premium) in accordance with the Sections of the Policy shown as operative in the Schedule subject to the exclusions, provisions and conditions of the Policy.

The Policy and the Schedule should be read together as one contract and the Dealer Guard Fact Find /Statement of Fact made by the Insured is the basis of the contract.

Important

We recommend You read this Policy together with Your schedule to ensure that it meets with Your requirements Should You have any queries please contact Us or Wilby Ltd.

Your attention is drawn to the Complaints procedure (Making Yourself Heard) on Page 11.

The law applicable to this Policy

You and We are free to choose the laws applicable to the Policy. As We are based in England, We propose to apply the laws of England and Wales and by purchasing this Policy You have agreed to this.

Definitions

Company/Us/We/Our

AXA Insurance UK plc

Proposal

The signed Dealer Guard Fact Find and Statement of Fact and declaration and any additional information supplied to the Company by or on behalf of the Insured.

Policy

The Policy and Schedule and any operative endorsements attached or issued

Business

a) Activities directly connected with the Business specified in the Schedule except insofar as any other description of the Business may appear in the individual Section in which case the description so appearing will apply for the sole purpose of the individual Section

b) Ancillary Activities as defined below to the extent that they are conducted at or from the Premises by the Insured

Ancillary Activities

a) Ownership use repair maintenance and decoration of the Premises

b) Repair or maintenance of Motor Vehicles or plant owned and used by the Insured

c) The provision and management of canteen sports and social facilities and education and welfare services established primarily for the benefit of any Employee

d) The provision of medical first aid ambulance fire and security services primarily in connection with the Premises in connection with the Business

e) Private work undertaken by any Employee for any proprietor or partner of the Insured or person under a contract of service or apprenticeship with the Insured with the prior consent of the Insured

Employee

Any of the following whilst in the Insureds employment in connection with the Business

a) a person under a contract of service or apprenticeship with the Insured

b) a person under a work experience training scheme

c) a labour master or labour only subcontractor or any person supplied or employed by them

d) a self employed person working on a labour only basis under the control or supervision of the Insured

e) a person hired to or borrowed by the Insured under a contract or agreement stipulating that such person shall be deemed to be in the employment of the Insured for the period of such contract or agreement

f) a prospective employee who is being assessed by the Insured on his or her suitability for employment

g) a voluntary helper provided that work undertaken is under the supervision and control of the Insured

Insured/You/Your

The Firm Company or individual named in the Schedule

Premises

The building(s) occupied by the Insured in connection with the Business excluding any building(s) or part of any building(s) incapable of being locked any open space yard or garden

Excess

The first part of each and every claim, which the Insured must bear after the application of any Condition of Average

Period of Insurance

Any period for which the Company may accept payment of a premium in respect of this Policy

Motor Vehicle

(Shall mean the following unless there is a more specific definition included within the appropriate Section of the Policy)

Any motor vehicle, trailer, motorhome, caravan, motor cycle or agricultural implement including its fixed accessories and spare parts whilst thereon or temporarily detached therefrom

Defined Peril

Fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons earthquake theft storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal

Exclusions

This Policy does not cover

1 Nuclear Risks

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

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

In respect of bodily injury caused to an Employee this exclusion shall apply only when the Insured under a contract or agreement has undertaken to indemnify a principal or has assumed liability under a contract for such bodily injury and which liability would not have attached in the absence of such contract or agreement

2 War Etc

Loss or destruction of or damage to any property caused by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority

3 Date Recognition

Any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

- i) correctly to recognise any date as its true calendar date
- ii) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- iii) to capture save or retain or correctly to 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 correctly to process such data on or after any date

but in respect of the Material Damage Business Interruption and Selected All Risks Sections this shall not exclude subsequent damage not otherwise excluded which itself results from a Defined Peril

This Exclusion is not applicable to the following Sections

- Employers Liability
- Personal Accident
- Money
- Road Risks (Third Party Section)

General Conditions

1 Identification

Unless otherwise stated any word or expression to which a specific meaning has been attached in any part of the Policy shall bear the same meaning wherever it may appear

2 Policy Voidable

This Policy shall be voidable in the event of misrepresentation misdescription or nondisclosure in any material fact

3 Alteration

This Policy shall be avoided with respect to any part thereof in regard to which there be any alteration after the commencement of this insurance

- a) by removal or
- b) whereby the risk of loss destruction damage accident or injury is increased or
- c) whereby the interest of the Insured ceases except by will or operation of law

unless such alteration be admitted by the Company in writing

4 Changes in Circumstances

The Insured shall give notice to the Company before each renewal period of any disease physical defect or infirmity by which the Insured Person has become affected during the previous Period of Insurance

The Insured must notify the Company as soon as possible in writing of any change, which may materially affect this insurance

5 Claims Conditions

Action by the Insured

- a) On the happening of any loss destruction damage accident or injury, which may give rise to a claim the Insured, shall give immediate notice to the Company
- b) in respect of loss destruction or damage caused by malicious persons or by theft it is a condition precedent to any claim that immediate notice of the loss destruction or damage shall have been given by the Insured to the Police Authority

c) The Insured shall within 30 days after such loss destruction damage accident or injury (7 days in the case of loss destruction or damage caused by riot civil commotion strikers locked out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Company may in writing allow at the expense of the Insured deliver to the Company a claim in writing containing as particular an account as may be reasonably practicable of the accident injury or any articles or portions of property lost destroyed or damaged and of the amount of damage thereto together with details of any other insurances on the property hereby insured The Insured shall also give to the Company all such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith No claim under this Policy shall be payable unless the terms of this condition have been complied with

d) The Insured shall send to the Company immediately on receipt any writ summons or other legal process issued or commenced against the Insured

e) The Insured shall advise the Company in writing immediately the Insured or his legal personal representatives has knowledge of any impending prosecution inquest or fatal accident inquiry in connection with the said occurrence

6 Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by the Insured or by anyone acting on their behalf to obtain any benefit under this Policy or if any destruction loss or damage is caused by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited

7 Reinstatement

If any property is to be reinstated or replaced by the Company the Insured shall at their own expense provide all such plans documents books and information as may reasonably be required The Company shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than its Sum Insured

8 Reasonable Precautions

The Insured shall

- a) maintain the Premises machinery vehicles plant and equipment in a satisfactory state of repair
- b) take all reasonable precautions for the safety of the property insured
- c) take all reasonable precautions to prevent loss destruction damage accident or injury
- d) comply with all statutory requirements and other safety regulations imposed by any authority
- e) keep books with a complete record of purchases and sales
- f) take all precautions to minimise the costs of claims or legal proceedings
- g) take all reasonable precautions in the selection of employees and subcontractors
- h) take all reasonable precautions to prevent accidents injury disease or illness
- i) comply with all statutory obligations and regulations imposed by any authority

9 The Company's rights following a claim

On the happening of any loss destruction or damage in respect of which a claim is made the Company and any person authorised by the Company may without thereby incurring any liability or diminishing any of the Company's rights under this Policy enter take or keep possession of the Premises where such loss destruction or damage has occurred and take possession of or require to be delivered to the Company any Property Insured and deal with such property for all reasonable purposes and in any reasonable manner No claim under this Policy shall be payable unless the terms of this condition have been complied with No property may be abandoned to the Company whether taken possession of by the Company or not

10 Discharge of Liability

The Company may at any time pay the Limit of Indemnity or the sum insured (after the deduction of any sum already paid) or any less amount for which a claim can be settled and shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment

11 Contribution

If at the time of the happening any loss destruction or damage legal costs and expenses or liability covered by this Policy there shall be in existence any other insurance of any nature providing indemnity to the Insured for such loss destruction or damage legal costs and expenses or liability whether effected by the Insured or not then the liability of the Company shall be limited to its rateable proportion thereof

If any such other insurance shall be subject to any condition of average this Policy if not already subject to any condition of average shall be subject to average in like manner If any other insurance effected by or on behalf of the Insured is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the loss or destruction or damage the liability of the Company hereunder shall be limited to such proportion of the loss or destruction or damage as the sum hereby insured bears to the value of the property

12 Subrogation

Any claimant under this Policy shall at the request and expense of the Company take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Company

13 Cancelling Your Policy

Your Statutory Cancellation Rights

You may cancel this Policy during the 14 days from receipt of the Policy documents (new business) or for a renewal, the conclusion of renewal negotiations or receipt of revised Policy documents (whichever is later) by giving notice in writing during this period and returning all effective Certificates of Insurance to Your Insurance Adviser at the address shown in their correspondence or to the AXA Insurance address shown on Your Policy Schedule.

There is no refund of premium if the Policy is the subject of a total loss claim. However in all other cases We will retain an amount of premium in proportion to the time You have been on cover subject to a minimum premium of £50 and refund the balance to You

In the event of a total loss if You are paying by instalments You will either have to continue with the instalment payments until the Policy renewal date or We may at Our discretion deduct the outstanding instalments due from any claim payment due to be made

Your Cancellation Rights Outside The Statutory Period

You may cancel this Policy at any time by providing prior written notice and returning all effective Certificates of Insurance to Your Insurance Adviser at the address shown in their correspondence or to the AXA Insurance address shown on Your Policy Schedule

Provided that there have been

- no claims made under the Policy for which We have made a payment
- no claim made under the Policy which is still under consideration
- no incident likely to give rise to a claim but is yet to be reported to Us

during the current Period of Insurance We will retain an amount of premium in accordance with the following scale for the time You have been on cover and refund the balance to You

Scale of charges

Number of months or part thereof	Percentage of Annual Premium Charged
1 month	25%
2 months	35%
3 months	45%
4 months	55%
5 months	65%
6 months	70%
7 months	75%
8 months	80%
9 months	85%
10 months	90%

If the period on cover exceeds 10 months no refund in premium is due

If a claim payment has been made or a claim has been submitted or there has been an incident likely to give rise to a claim during the current Period of Insurance no refund for the unexpired portion of the Policy will be given

Our Rights to Cancel

We shall not be bound to accept any renewal of this Policy We may at any time give 21 days notice of cancellation by recorded delivery to Your last known address

In the case of Policyholders based in Northern Ireland a copy of the letter will be sent to the Department of Environment for Northern Ireland

Thereupon if You return all effective Certificates of Insurance to Us You will be entitled to a partial refund of premium in accordance with the scale of charges as shown under Your Cancellation Rights Outside The Statutory Period subject to a minimum premium of £50

If a claim payment has been made or a claim has been submitted or there has been an incident likely to give rise to a claim during the current Period of Insurance We reserve the right not to refund any premium for the unexpired portion of the Policy This termination will be without prejudice to any rights or claims of the Insured or the Company prior to the expiration of the cancellation notice

In the event of non payment of the Premium this Policy will be regarded as being cancelled from the date when payment was due or the default date where premium is paid by instalments. If there are any claims payments due We may at Our discretion deduct the outstanding instalments due from any claim payment due to be made

14 Instalments

If the premium on this Policy is payable by the Company's Budget Plan and You do not pay each instalment on the due date all cover under the Policy will be cancelled automatically from the date such instalment was due or where statute requires the giving of prior notice the day following the expiry of such notice by AXA

If the premium on this Policy is payable by the Company's Budget Plan and during the current Period of Insurance:

- a claim has been made under the Policy for which We have made a payment
- a claim has been made under the Policy, which is still under consideration
- an incident has occurred which is likely to give rise to a claim but is yet to be reported to Us

the annual premium remains due in full In such case monthly collections must continue or a one off payment be agreed to settle the outstanding amount

Where a one off payment is not made to settle the outstanding amount You must continue with the instalment payments Alternatively We may deduct any outstanding instalments from any claim payment that may be due to You or payable on Your behalf

Any instalments payments legitimately taken prior to the notification of cancellation of the instalment agreement will be retained Any refund of premium will be in respect of any subsequent collections taken between the time of notification and cancellation

15 Proceedings

The Insured shall not except at their own cost negotiate pay settle or admit or repudiate any claim without the written consent of the Company The Company shall be entitled to undertake in the name and on behalf of the Insured the absolute conduct and control of any proceedings and any settlement of the same The Insured shall render to the Company all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings

16 Warranties

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

17 Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions Where any difference is by this condition to be referred to arbitration the making of any award shall be a condition precedent to any right of action against the Company

18 Condition Precedent

It is a condition precedent to any liability on the part of the Company under this Policy that the terms hereof so far as they relate to anything to be done or complied with by the Insured are duly and faithfully observed and fulfilled by the Insured and by any other person who may be entitled to be indemnified under this Policy

Making Yourself Heard

If You have cause for complaint it is important You know We are committed to providing You with an exceptional level of service and customer care.

We realise that things can go wrong and there may be occasions when You feel that We have not provided the service You expected When this happens We want to hear about it so We can try to put things right

Who to contact?

The most important factors in getting Your complaint dealt with as quickly and efficiently as possible are

- to be sure You are talking to the right person and
- that You are giving them the right information

In the first instance please contact Wilby Ltd - our complaints procedure is outlined below:

Wilby Ltd - Customer Complaint Procedure

Our aim is always to provide our customers with a first-class service, however we are aware that, occasionally, it is possible that we may fail to meet your expectations.

If you need to make a complaint, in the first instance, you should contact us either in writing to Richard Blackburn, Managing Director, Wilby Ltd, Gordon House, Charles Street, Halifax, HX1 1NA or, by phone on Telephone 01422 358525, or fax 01422 357367

Where a complaint arises we will, wherever possible, endeavour to resolve the matter by close of business the next day. If this is not possible, to enable us to remedy the situation in a speedy and efficient manner, we have a documented, formal complaints procedure, details of which are shown below.

- 1) We will acknowledge your complaint as a matter of urgency, and always within five working days, giving you the details of who will be handling the matter in our office.
- 2) In the event that your complaint relates to activities or services provided by another party, we will ensure that your complaint is appropriately forwarded, and will track the progress of the complaint and responses of that party.

3) We will aim to make a final response to you within four weeks, or keep you informed as to why this is not possible. If, because our investigations are still outstanding, we are unable to issue our final response at this time, we will tell you when we will contact you again.

4) Within Eight weeks we will issue you with our final response, or issue a response that gives the reasons for the delay and indicates when we will be able to provide a final response. If you are dissatisfied with our response, or the delay at this time, you will have a period of Six months in which you can refer the matter to the Financial Ombudsman Service, whose details are shown below.

When we provide our final response letter, we will endeavour to ensure that we have taken into consideration any financial losses you may have suffered. If we do not feel that your complaint is justified, we will advise you of the reasons for our decision and we will also advise how you may pursue the complaint if you remain dissatisfied. At that time, if we do not hear from you within Eight weeks, the complaint will be treated as closed.

The Financial Ombudsman Service provides consumers with a free, independent service for resolving disputes with financial firms. The FOS Consumer Helpline is on 0845 080 1800 and their address is:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

When You contact AXA

- Please give Us Your name and a contact telephone number
- Please quote Your Policy and/or claim number and the type of Policy You hold
- Please explain clearly and concisely the reason for Your complaint

So We begin by establishing Your first point of contact

Step One - Initiating Your complaint

Does Your complaint relate to

A Your Policy?

B a claim on Your Policy?

If A You need to contact the AXA office who sold You Your Policy Call the number on Your Policy document and state Your complaint

If B You need to contact whoever is currently dealing with Your claim and state Your complaint

In either case if You wish to provide written details the following checklist has been prepared for You to use when drafting Your letter

- Head Your letter 'COMPLAINT'
- Give Your full name postcode and contact telephone number(s)
- Quote the type of Policy and Your Policy and /or claim number
- Advise the name of Your insurance agent/firm (if applicable)
- Explain clearly and concisely the reason(s) for Your complaint

The letter should be sent to the person dealing with Your complaint along with any other material required

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage but if You are not satisfied You can take the issue further

Step Two - If You are still unhappy

Should the response You receive be unsatisfactory please refer the matter using the relevant details below

Does Your complaint relate to

A Your Policy

B a claim on Your Policy?

If A ask to speak to the Branch Manager. Where they cannot assist they will ensure You are put into contact with the person who can resolve Your complaint

If B please contact the relevant Claims Office, details of which You will have received following notifying Us of Your claim

Step Three - Contacting AXA Insurance Head Office

If Your complaint is one of the few that cannot be resolved by this stage contact the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive

Head of Customer Care
AXA Insurance
Civic Drive
Ipswich
Suffolk
IP1 2AN

Tel: 01473 205926

Fax: 01473 205101

email: customercare@axa-insurance.co.uk

Step Four - Beyond AXA

If We have given You Our final response and You are still dissatisfied You may refer Your case to the Financial Ombudsman Service (FOS)

The FOS is an independent body that arbitrates on complaints about general insurance products It will only consider complaints if

- We have provided You with written confirmation that Our internal complaints procedure has been exhausted
- Your Business has a turnover of less than £1,000,000

The Ombudsman can be contacted at

Insurance Division
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0845 080 1800
Fax: 020 7964 1001

Referral to the Ombudsman will not affect Your right to take legal action against Us

Our promise to You

- Acknowledge written complaints promptly
- Investigate quickly and thoroughly
- Keep You informed of progress
- Do everything possible to resolve Your complaint
- Learn from Our mistakes
- Use the information from complaints to continuously improve Our service

Material Damage Section - Dealer Guard

(Only applicable if this section is shown as operative in the schedule)

Memoranda

1 Definitions

Wherever the following words and phrases appear in this Section they will always have these meanings

Standard Construction

Brick stone or concrete built and roofed with slates tiles metal concrete or sheets or slabs composed entirely of incombustible mineral ingredients and plastic roof lights

Non Standard Construction

Constructed of materials other than those detailed in the definition Standard Construction

Customers Motorhomes and Caravans

Motorhomes and Caravans in the Insureds custody or control

Insured Motor Vehicles

Any motor vehicle, trailer, motorhome, caravan, motor cycle or agricultural implement including its fixed accessories and spare parts whilst thereon or temporarily detached therefrom

2 Property Insured

Column 1 - The building(s) including landlords fixtures and fittings therein and thereon outbuildings walls gates and fences yards car parks forecourts canopies fixed signs and pavements piping ducting cables wires and associated control gear and accessories on the Premises and extending to the public mains but only to the extent of the Insureds responsibility

Column 2 - Contents therein and thereon including fuel installations the property of the Insured or held by them in trust for which they are responsible excluding fuel stocks and landlords fixtures and fittings stock and materials in trade underground tanks and Motor Vehicles

Column 3 - Stock and Materials in Trade therein and thereon the property of the Insured or held by them in trust for which they are responsible including accessory

shop stock excluding fuel stocks and Motor Vehicles provided always the liability of the Company for

a) tobacco and cigarettes shall not exceed £1,000

b) radio or any other audio goods shall not exceed £2000 unless stated otherwise in the Schedule

Column 4 - Miscellaneous and on property as specified in the description column

3 Plan References

Plan references (if any) refer to plans and reports of the Premises lodged with the Company

4 Construction of Buildings

Except as otherwise stated the buildings described in the Schedule are of Standard Construction

5 Changes in Occupancy

The Insured must advise the Company

a) of all changes in tenancy or occupation within the Premises

b) immediately any empty building or empty portion of a building insured hereby becomes occupied or any occupied building becomes empty in accordance with General Condition 3 of this Policy and the Insured undertakes to pay an additional premium if required

6 Additional Expenses Clause

The insurance by the item on Customers Motorhomes and Caravans includes the additional expenses incurred with the consent of the Company for which the Insured is legally liable to his customer for the DAMAGE to the Customers Motorhome and/or Caravan provided the liability of the Company shall not exceed £1,000 in respect of any one Customers Motorhome/ Caravan

7 Architects Surveyors Legal and Consulting Engineers Fees Clause

The insurance by each item under Columns 1 and 2 includes an amount in respect of architects surveyors legal consulting engineers and other fees necessarily incurred in the reinstatement or repair of the Property Insured consequent upon its DAMAGE but not for preparing any claim it being understood that the amount payable under the item shall not exceed in total its Sum Insured

8 Condition of Average Clause

The Sum Insured by each item of this Section (other than those applying solely to Customers Motorhomes and Caravans fees rent or removal of debris) is declared to be separately subject to Average i.e. if such sum shall at commencement of any DAMAGE be less than the value of the property covered within such Sum Insured the amount payable by the Company in respect of such DAMAGE shall be proportionately reduced

Exceptions -

- a) any item subject to the Two Conditions of Average
- b) any item subject to the Day One Average Special Clause

9 Capital Additions Clause

The insurance by this Section shall subject to its terms and conditions extend to cover

- a) any newly acquired and/or newly erected buildings or buildings in course of erection (excluding any property for which a building contractor is responsible) machinery and plant insofar as the same are not otherwise insured

and

- b) alterations additions and improvements to buildings machinery and plant but not in respect of any appreciation in value

anywhere in the United Kingdom provided that

- i) at any one situation this cover shall not exceed 10% of the Sum Insured by Columns 1 and 2

- ii) the Insured undertake to give particulars of such extension of cover as soon as practicable and to effect specific insurance thereon retrospective to the date of the commencement of the Companies Liability

- iii) the provisions of this Clause shall be fully maintained notwithstanding any specific insurance effected under ii) above

10 Changing Locks

Where the Contents plant and Stock and Materials in Trade are insured by this Section cover is extended to include the cost of changing locks at the Premises following the loss of keys by

- a) theft or any attempt thereat from the Premises or from the homes of the Insured or authorised employees
- b) robbery whilst such keys are in the personal custody of the Insured or authorised employees

up to a limit of £1,000 any one loss

Provided that if such keys relate to a safe they shall not be left on the Premises overnight unless the Premises are occupied by the Insured or an authorised Employee in which case they shall be deposited in a secure place not in the vicinity of the safe

11 Changing Vehicle Locks

Where Motor Vehicles are insured by this Section the insurance extends to include the cost of replacing the

- door, hatch and/or boot locks
- ignition/steering locks
- lock transmitters and central locking interface
- immobilisation/alarm system

in the event of the loss of the Vehicle keys or security/immobilisation keys/transmitters as a result of

- a) theft or any attempt thereat involving entry to or exit from the Premises or from the homes of the Insured or authorised Employees
- b) robbery whilst such keys are in the personal custody of the Insured or authorised Employees

Provided that

- i) payment will only be made if the person in receipt of the stolen keys can be reasonably expected to know the identity and whereabouts of the Vehicle
- ii) the Company shall not be liable for the first £250 of each claim
- iii) the liability of the Company under this Extension in respect of any one claim shall not exceed £2,500 any one loss

12 Contents Clause

It is agreed that the term 'Contents' is understood to include insofar as they are not otherwise insured -

- a) documents and manuscripts and business books but only for the cost of the materials and clerical labour expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein)
- b) computer systems records but only for the cost of the materials and clerical labour and computer time expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein)
- c) patterns models moulds plans and designs for an amount not exceeding the cost of the labour and materials expended in reinstatement
- d) contents of outbuildings
- e) contents of open yards
- f) tenants improvements alterations and decorations
- g) directors partners customers visitors and employees personal effects of every description (other than Motor Vehicles) for an amount not exceeding £1,000 in respect of any one person

13 Contents of Customers Motorhomes and Caravans Clause

The insurance by the item on Customers Motorhomes and Caravans extends to include contents contained therein provided always that the Companys liability for the contents of any one Motorhome and Caravan shall not exceed £1,000 any one loss

14 Contract Price Clause

In respect only of Stock and Materials in Trade and Motor Vehicles sold but not delivered for which the Insured are responsible subject to a sale contract which following DAMAGE is cancelled by reasons of its conditions wholly or to the extent of the DAMAGE the liability of the Company shall be based on the contract price

For the purpose of this insurance the value of Stock and Materials in Trade and Motor Vehicles, to which this Clause could apply in the event of DAMAGE shall also be ascertained on this basis

Provided that in the case of Motor Vehicles this Clause will not apply unless in the opinion of the Company the DAMAGE is of such severity that the Vehicle is beyond economic repair

15 Customers Goods Clause

The Insured having intimated to their Customers that they will accept responsibility for loss or damage to goods the property of such customers or for which the said customers may be legally responsible whether manufactured by the Insured or not upon which works is to be is being or has been done on behalf of Customers by the Insured or which may be left in the Insureds hands for storage or despatch or otherwise temporarily in the Insureds custody it is hereby declared and agreed that all such goods shall be held to be insured by the items on the Schedule covering Stock and Materials in Trade except insofar as they shall be more specifically insured

16 Debris Removal Clause

The insurance by each item of this Section extends to include costs and expenses necessarily incurred with the consent of the Company in -

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping

of the portion or portions of the Property Insured as a result of DAMAGE hereby insured against

The Company shall not pay for any costs or expenses

- i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to the site
- ii) arising from pollution or contamination of property not insured by this Section

The liability of the Company under this extension and this Section in respect of any item shall in no case exceed the Sum Insured thereby

17 Designation Clause

For the purpose of determining where necessary the heading under which any property is insured the Company agrees to accept the designation under which such property has been entered in the Insureds books

18 Drains Clause

The insurance by Columns 1 and 2 extends to include expenses necessarily and reasonably incurred by the Insured with the consent of the Company in cleaning and/or clearing drains sewers or gutters the property of the Insured or for which they are responsible following DAMAGE hereby insured against to the Property Insured

19 Explosives

This Section will (in addition to the total Sum Insured) indemnify the Insured in respect of damage to any property included in this Section directly or indirectly caused by or in consequence of the use of explosives on the occasion of any Theft (within the meaning of this Section) or any attempt thereat at the Premises but only insofar as the risk of explosion is not insured under any other policy effected by or on behalf of the Insured in respect of the same property provided always that the limit of the Companys liability in any one Period of Insurance under this Clause shall be £50,000 for each Premises

20 Fire-Break Doors and Shutter Clause

It is warranted that all fireproof doors and shutters be kept closed except during working hours and be maintained in efficient working order

21 Fire Extinguishing Appliances Clause

Where the Company has agreed to allow a discount for fire extinguishing appliances it is warranted that the said appliances will be maintained in efficient working order during the currency of the insurance Subject to the observance of this undertaking this Section shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown to or beyond the control of the Insured

22 Foundations Clause

In respect of any Sum Insured on Buildings hereof subject to any Condition of Average Clause those portions of the foundations and incombustible floors of buildings (other than machinery foundations) more than 8 cms below the level of floors of the lowest storey (whether such floors constitute the flooring of the basement or otherwise) are excluded from this insurance except where such portions are within a radius of 60 cms around and below any structural column or similar superstructure support

23 Hire Agreements Clause

In consequence of certain property insured under this Section being the subject of Hire Agreements it is understood and agreed that the interest of the Owners is deemed to be included in the protection afforded by this insurance it being understood that the Insured shall declare the name of any other interested party in the event of loss

24 Inflation Protection Clause

The Company will adjust the Sum Insured in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted Sum Insured

25 Machinery Re-erection Costs Clause

The insurance by Column 2 extends to include subject to the terms and conditions of the Section the cost of re-erection and fixing of machinery and plant as a result of DAMAGE it being understood that the amount recoverable in respect of such DAMAGE shall not exceed the Sum Insured hereby

26 Miscellaneous Property Clause

The insurance by Columns 1 and 2 extends to include -

- a) telephone gas water and electrical instruments meters piping cabling and the like and all accessories thereof including similar property in adjoining yards or roadways or underground and pertaining to the Buildings or Contents insured by this Section all the property of the Insured or for which the Insured is responsible
- b) plant conveyors trunk cables lines wire service pipes and other equipment including all supporting structures in the open or adjoining or communicating with a building

27 Mortgagees Clause

The act or neglect of any mortgagor or occupier of any building hereby insured whereby the risk of DAMAGE is increased without the authority or knowledge of any mortgagee shall not prejudice the interest of the latter party (or parties) in this insurance provided they shall notify the Company immediately on becoming aware of such increased risk and pay an additional premium if required

28 Motor Vehicles in the Open Clause

The insurance by the item(s) on Insureds Motor Vehicles and Customers Motor Vehicles extends to cover such property whilst in the open on or about the Premises

29 Motor Vehicle Excess Clause

The Company will not be liable for any DAMAGE to any Motor Vehicle the property of the Insured only which at the time of the happening of such DAMAGE is or are insured by any other policies either specifically or otherwise except in respect of any amount (not exceeding the Sum Insured hereby) on such vehicle or vehicles which may be in excess of the amount which would have been payable under the other policies had this insurance not been effected

30 Non Invalidation Clause

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of DAMAGE is increased unknown to or beyond the control of the Insured provided that the Insured immediately they become aware thereof shall give notice to the Company and pay an additional premium if required

31 European Community and Public Authorities (including Undamaged Property)

Subject to the following special conditions the insurance by Columns 1 and 2 of this Section extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of

- a) European Community Legislation

or

- b) Building or other Regulations under or framed in pursuance of any Act of Parliament of Byelaws of any Public Authority (hereafter referred to as 'the Stipulations') in respect of

- the lost destroyed or damaged property thereby insured
- undamaged portions thereof

Excluding

- a) the cost incurred in complying with the Stipulations:
 - i) in respect of DAMAGE occurring prior to the granting of this Clause
 - ii) in respect of DAMAGE not insured by the Section
 - iii) under which notice has been served upon the Insured prior to the happening of the DAMAGE
 - iv) for which there is an existing requirement, which has to be implemented within a given period
 - v) in respect of property entirely undamaged by any Defined Peril
- b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with any of the Stipulations not arisen
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations

Special Conditions

- 1) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the DAMAGE or within such further time as the Company may allow (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the Company under this Clause not being thereby increased
- 2) If the liability of the Company under the Section apart from this Clause shall be reduced by the application of any terms and conditions of the Policy then the liability of the Company under this Clause shall be reduced in like proportion

- 3) The total amount recoverable under any item of the Section in respect of this Clause shall not exceed
 - a) in respect of the lost destroyed or damaged property
 - i) 15% of its Sum Insured
 - ii) where the Sum Insured by the item applies to property at more than one Premises 15% of the total amount for which the Company would have been liable had the Property Insured by the item at the Premises where the DAMAGE has occurred been wholly destroyed
 - b) in respect of undamaged portions of Property (other than foundations) 15% of the total amount for which the Company would have been liable had the Property Insured by the item at the premises where the DAMAGE has occurred been wholly destroyed
- 4) The total amount recoverable under any item of this Section shall not exceed its Sum Insured
- 5) All the terms and conditions of the Policy except insofar as they are varied hereby shall apply as if they had been incorporated herein

32 Protections

It is a condition precedent to any liability on the part of the Company under this Section in respect of loss or damage by theft or any attempt thereof that all locks bolts bars window fasteners and other protective and locking devices installed in the Premises be maintained and put into actual operation whenever the Premises are closed for business or left unattended

33 Records

The Insured will maintain a complete record of Stock and Materials in Trade, motorhomes, caravans and vehicles received and sold

34 Reinstatement Clause

(NB Not applicable to motor vehicles and their accessories personal effects or Stock and Materials in Trade)

Subject to the following Special Conditions the basis upon which the amount payable in respect of Property Insured under sums marked 'R' on the Schedule is to be calculated shall be the reinstatement of the property lost destroyed or damaged

For this purpose 'reinstatement' means

- a) the rebuilding or replacement of property lost or destroyed, which provided the liability of the Company is not increased, may be carried out
 - i) in any manner suitable to the requirements of the Insured
 - ii) upon another site
- b) the repair or restoration of property damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special Conditions

- 1) The liability of the Company for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
- 2) If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this Clause exceeds its Sum Insured at the commencement of any DAMAGE the liability of the Company shall not exceed that proportion of the amount of the DAMAGE which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time
- 3) No payment beyond the amount which would have been payable in the absence of this Clause shall be made
 - a) unless reinstatement commences and proceeds without unreasonable delay
 - b) until the cost of reinstatement shall have been actually incurred

c) if the Property Insured at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement

4) All the terms and conditions of the Policy shall apply

- a) in respect of any claim payable under the provisions of this Clause except insofar as they are varied hereby
- b) where claims are payable as if this Clause had not been incorporated

35 Reinstatement of Sum Insured after Loss Clause

In the event of loss the Sum Insured by this Section will be automatically reinstated from the date of the loss unless written notice is given to the contrary either by the Company or by the Insured and the Insured undertake to pay such necessary premiums as may be required for such reinstatement from that date

36 Rent Clause

The insurance on rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its DAMAGE and then the amount payable shall not exceed such proportion of the Sum Insured on rent as the period necessary for reinstatement bears to the term of rent insured

37 Replacement of Customers Motorhomes and Caravans

If during a period of 12 months after the date of purchase and first registration as new a (Customers) Motorhome/Caravan is

i) lost by theft and not recovered

or

ii) damaged and the cost of repairs exceed 60% of the manufacturers list price (including VAT) at the time of claim

The Company will if the customer agrees replace the Motorhome/Caravan with a new one of the same make and model providing one is available

If a replacement Vehicle is not available the most the Company will pay is the market value for the Customers Motorhome/Caravan and its fitted accessories and spare parts at the time of the DAMAGE

38 Security of Premises

If this insurance has been granted following a survey of your Premises it is important that you should not alter door and window fastenings and other security devices (except as may be provided in the Further Protection Clause if shown in the Schedule) without the written consent of the Company. In your own interest please give early notification of proposed changes so that if necessary a further survey can be undertaken.

39 Stock in Transit

The insurance by Column 3 extends to cover the Property Insured thereby whilst in transit by road rail air and sea including loading and unloading anywhere in Great Britain Northern Ireland the Republic of Ireland the Channel Islands and the Isle of Man provided the liability of the Company for any one loss shall not exceed £2,000.

40 Subrogation Waiver Clause

In the event of a claim arising under this Section the Company agrees to waive any rights remedies or relief to which they might have become entitled by subrogation against

- a) any Company standing in relation of Parent to Subsidiary (Subsidiary to Parent) to the Insured as defined in the Companies Act or the Companies (NI) Order as appropriate current at the time of the DAMAGE
- b) any Company which is a subsidiary of a Parent Company of which the Insured are themselves a Subsidiary

in each case within the meaning of the Companies Act or the Companies (NI) Order as appropriate current at the time of the DAMAGE

41 Temporary Removal Clause

- a) The Property Insured by this Section (other than Stock and Materials in Trade if insured) is covered whilst temporarily removed for cleaning renovation repair or similar purposes elsewhere and in transit thereto and therefrom all in Great Britain Ireland Northern Ireland the Channel Islands and the Isle of Man
- b) The liability of the Company under this Clause in respect of each item of this Section for any DAMAGE occurring elsewhere than at the within mentioned Premises shall not exceed 10% of the Sum Insured by the item

c) This Clause does not apply to property insofar as it is otherwise insured nor as regards losses occurring elsewhere than at the premises from which the property is temporarily removed to motor vehicles and motor chassis licensed for normal road use

d) All the terms and conditions of the Policy except insofar as they are varied hereby shall apply as if they had been incorporated herein

42 Temporary Removal of Documents Clause

The insurance of deeds and other documents (including stamps thereon) manuscripts plans writings of every description computer systems records and books (written and printed) extends to cover such property for an amount not exceeding 10% of the value thereof whilst temporarily removed to any premises not in the Insureds occupation and in transit all in Great Britain Ireland and Northern Ireland the Channel Islands and the Isle of Man. This Clause does not apply to property insofar as it is otherwise insured.

43 Temporary Work

The Company will in addition to the Sum Insured pay the reasonable costs of temporary work necessary to secure the Premises against entry following loss or damage by theft to which this Section applies in order to protect the Property Insured pending completion of permanent repairs.

44 Theft Damage to Buildings

Where there is no insurance in force under Column 1 the Company will pay for DAMAGE (except by fire) to that part of the Premises referred to in the Schedule containing the Property Insured under this Section directly resulting from theft or attempt thereat.

Provided always that the Insured is the owner of the Premises or is legally liable for such DAMAGE.

Subject always to the Companys maximum liability for damage by theft to the Premises not exceeding the total amount set against each Premises.

45 Transfer of Interest Clause

If at the time of DAMAGE the Insured shall have contracted to sell their interest in any building hereby insured and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase (if and so far as the property is not otherwise insured against such DAMAGE by him or on his behalf) shall be entitled to benefit under this Section without prejudice to the rights and liabilities of the Insured or the Company until completion

46 Workmen

Joiners and other tradesmen may be employed to effect repairs or minor structural alterations in all or any of the buildings insured without prejudice to the insurance hereby

47 Discounting of New Motor Vehicles

If a new vehicle held for sale by the Insured is damaged to the extent that it necessitates

- a) A declaration to the prospective purchaser and
- b) A discount to effect the sale

the company will consider such discount as forming part of the claim providing

- i) the original damage to the vehicle is subject to a valid claim under this policy
- ii) the Company have agreed the level of discount necessary to effect the sale of the vehicle
- iii) the total payment will be limited to a maximum of £5,000 per vehicle

48 Glass Breakage Extension

The Company will at their option pay for or make good to the Insured

- (a) breakage or malicious scratching of internal or external fixed glass
- (b) breakage of fixed sanitary ware

being the property of the Insured for which they are responsible at the premises occurring during the period of insurance and being in sound condition at the inception of this Section

In addition the Company will indemnify the Insured for the cost of any necessary boarding-up and/or repair to associated framework reasonably incurred as a result of an insured breakage

excluding

- (a) breakage when the premises are empty and disused unless otherwise agreed by the Company
- (b) breakage caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- (c) any breakage more specifically insured by or on behalf of the Insured
- (d) the first £250 of each and every loss

49 Freezer Extension Clause

The insurance by this Section extends to cover loss or damage to frozen food in any frozen food cabinet deep freezer cold room or cold store due to change in temperature resulting from any cause other than loss or damage

- (i) following the deliberate act of any public electricity authority in termination disconnection restriction or withholding the supply of electricity
- (ii) caused by neglect or misuse

Provided that

- a) the maximum amount payable shall not exceed
 - (i) £1000 in respect of the contents of any one frozen food cabinet deep freezer cold room or cold store
 - (ii) £2000 in any period of insurance
- b) You shall be responsible for 20% of any loss where the frozen food cabinet deep freezer cold room or cold store is over 10 years old

50 Landscaped Gardens

The insurance by this section extends to include reasonable costs and expenses incurred in repairing damage to landscaped gardens owned by You or for which You are responsible caused by the emergency services in attending the Premises as a result of Damage.

The maximum amount we will pay under this extension is £10,000 in respect of any one claim.

51 Contents of Oil tanks Extension Clause

The item on Column 2 extends to include contents of fixed oil tanks

52 Extinguishing Equipment and Alarm Resetting Expenses

The insurance by this Section extends to include costs You incur in resetting alarm systems and replenishing extinguishing equipment accidentally activated as a result of DAMAGE insured by this Policy.

The maximum amount we will pay under this extension is £10,000 in respect of any one claim.

53 Business Contents at Home

The insurance by each item of Column 2 extends to include such property whilst at the private dwelling houses of the Insured's directors, partners or authorised employees.

The maximum amount we will pay under this extension is £5,000 in respect of any one claim

54 Loss of Metered Water Clause

The insurance by this section extends to include additional metered water charges incurred by the Insured as a result of DAMAGE except those in respect of any loss which has not been discovered and remedial action taken when 30 days of the occurrence of the DAMAGE.

The maximum amount we will pay under this extension is £2,500 in respect of any one claim

55 Vehicles in the hands of Sub Contractors

The insurance by this Section extends to include DAMAGE to Motor Vehicles, which are being worked upon away from the Insureds Premises other than on a road or public highway within the meaning of the Road Traffic Acts

56 Subsidence Extension

Notwithstanding exclusions 7(a) and 7(b) detailed in the Cover applicable to this Section the insurance by Column 1 extends to include DAMAGE caused by subsidence or ground heave of any part of the site on which the property stands or landslip excluding

(a) the first £2500 of each and every loss as ascertained after the application of any condition of Average

(b) DAMAGE to yards car parks roads pavements walls gates and fences unless also affecting a building insured hereby

(c) DAMAGE caused by or consisting of

(i) the normal settlement or bedding down of new structures

(ii) the settlement or movement of made-up ground

(iii) coastal or river erosion

(iv) defective design or workmanship or the use of defective materials

(v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe

(d) DAMAGE, which originated prior to the inception of this cover

(e) DAMAGE resulting from

(i) demolition construction structural alteration or repair of any property or

(ii) groundworks or excavation

At the premises

Special Condition

In so far as this insurance relates to DAMAGE caused by Subsidence Ground Heave or Landslip

- (a) The Insured shall notify the Company immediately they become aware of any demolition groundworks excavation or construction being carried out on any adjoining site
- (b) The Company shall then have the right to vary the terms or cancel the cover

57 Exhibition Clause

The insurance by columns 2 and 3 extends to cover the property described thereby for a period not exceeding 15 days whilst at any exhibition in Great Britain and Northern Ireland The liability of the Company under this extension shall not exceed 10% of the sum insured by said item.

58 Annual Increase (Percentage) Clause

It is hereby agreed that for a 3 month period in the policy period as specified in the policy schedule the sum insured in respect of Motor Vehicles shall be automatically uplifted by 25%.

59 Terrorism Exclusion Clause

This Section does not cover

Loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with:

- 1) Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- 2) Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If the Company alleges that by reason of this Exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving the contrary shall be upon the Insured

In the event any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

Definition - Terrorism

For the purpose of this exclusion an act of Terrorism shall mean an act including but not limited to the use of force or violence and or threat thereof of any person or group[s] of persons whether acting alone or on behalf of or in connection with any organisation[s] or government[s] committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear.

In respect of private house[s] or contents thereof insured in the name of an individual this Terrorism exclusion only applies to loss damage cost or expense caused by nuclear, chemical or biological contamination resulting directly or indirectly from Terrorism

Special Clauses

(Clauses 1,2,3, and 5 applicable only if the Clause numbers are entered in the Schedule Clause 4 applicable only if referred to in Schedule)

1 Day One Average

A Subject to the following Special Conditions the basis upon which the amount payable in respect of the Property Insured under sums marked DA in the Schedule is to be calculated shall be the reinstatement of the property lost destroyed or damaged.

For this purpose 'reinstatement' means

- a) the rebuilding or replacement of property lost or destroyed which provided the liability of the Company is not increased may be carried out
 - i) in any manner suitable to the requirements of the Insured
 - ii) upon another site
- b) the repair or restoration of property damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

B The Insured having stated in writing the Declared Value shown in brackets below the Sum Insured for each of the said items the premium has been calculated accordingly

'Declared Value' means the Insureds assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph A a) at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for

- a) the additional cost of reinstatement to comply with public authority requirements
- b) professional fees
- c) debris removal costs

Special Conditions

- 1) At the inception of each Period of Insurance the Insured shall notify the Company of the Declared Value of the Property Insured by each of the said item(s) In the absence of such declaration the last amount declared by the Insured shall be taken as the Declared Value for the ensuing Period of Insurance
- 2) If at the time of DAMAGE the Declared Value of the property covered by such item be less than the cost of reinstatement (as defined in paragraph B above) at the inception of the Period of Insurance then the Companys liability for any DAMAGE shall not exceed that proportion thereof which the Declared Value bears to such cost of reinstatement
- 3) The liability of the Company for repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
- 4) No payment beyond the amount which would have been payable in the absence of this Special Clause shall be made
 - a) unless reinstatement commences and proceeds without unreasonable delay
 - b) until the cost of reinstatement shall have been actually incurred
 - c) if the Property Insured at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement
- 5) All the terms and conditions of this Policy shall apply
 - a) in respect of any claim payable under the provisions of this Special Clause except insofar as they are varied hereby
 - b) where claims are payable as if this Special Clause had not been incorporated except that the Sum(s) Insured shall be limited to 115% of the Declared Value(s)

2 Stock Declaration Conditions

The premium in respect of any item in the Schedule where the Sum Insured is marked 'D' is provisional and subject to adjustment as provided below

The value of the property on the last day of each calendar month shall be declared by the Insured to the Company within thirty days thereafter and if a declaration be not so given the Insured shall be deemed to have declared the Sum Insured as the value

On the expiry of each Period of Insurance the actual premium shall be calculated at the rate applicable on the total of the amounts declared divided by the number of the declarations. If the actual premium be greater than the provisional premium the Insured shall pay the difference. If it is less the difference shall be paid to the Insured.

In consideration of the insurance not being reduced by the amount of any loss the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the Period of Insurance.

It is warranted that every insurance on such property covering DAMAGE insured hereby is on a similar basis of adjustment against declarations.

3 Temporary Cover

The first premium has been calculated to take into account the cost of temporary cover (in accordance with particulars lodged with the Company) pending issue of this Policy.

4 Long Term Agreement

The discount shown in the Schedule is allowed off the net premiums on this Section in consideration of the Insured having given an undertaking expiring on the date stated in the Schedule to offer annually the insurance under this Section on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premium annually in advance it being understood that

- a) the Company shall be under no obligation to accept an offer made in accordance with the above-mentioned undertaking
- b) where appropriate the Sum Insured may be reduced at any time to correspond with any reduction in value

The above-mentioned undertaking applies to any Section (or Sections) which may be issued by the Company in substitution for this Section and the same discount shall be allowed off the net premiums on any substituted Section or Sections issued by the Company as aforesaid. Payment of the premium due at the expiry date shown in the Schedule shall be deemed acceptance by the Insured of the terms of this Special Clause.

5 Alarm Clause

It is a condition precedent to liability for DAMAGE following entry or attempted entry to or exit from the Premises by forcible and violent means that

- a) the Premises are protected by an Intruder Alarm System designed, installed and maintained to British Standard BS4737 or EN50131 including, where stipulated by the Company or the local Police Authority, Code of Practice DD243
- b) the intruder alarm installation and maintenance company must be both:
 - i) a member of an Alarm Inspectorate which is accredited by UKAS to EN45011 or EN 45012and
 - ii) accredited and operate a Quality Management System in accordance with EN ISO 9000
- c) The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance, as per the requirements of BS4737 or EN 50131, with the installing company or such other company as agreed with the Company.

Where remote alarm signalling is required the signal transmission must be transmitted to an Alarm Receiving Centre fully compliant with BS5979:2000 and operated by a company accredited and operating to a Quality Management System in accordance with EN ISO 9000.

- d) No alteration to or substitution of
 - i) any part of the Intruder Alarm System
 - ii) the maintenance contract
 - iii) the structure of the Premises or changes to the layout of the Premises which would affect the effectiveness of the Intruder Alarm System
 - iv) the procedures agreed with the Company for Police or any other response to any activation of the Intruder Alarm System

be made without the written agreement of the Company

- e) The Alarmed Premises shall not be left unattended without the agreement of the Company
 - i) unless the Intruder Alarm System is set in its entirety with the means of communication used to transmit signals (including both alarm transmission systems for dual signalling systems) in full operation
 - ii) if the Police have withdrawn their response to alarm activations
- f) The Insured shall maintain secrecy of codes for the operation of the Intruder Alarm System and detail of such codes and all keys to the Intruder Alarm System shall be removed from the Premises when the Premises are left unattended
- g) The Insured shall appoint at least two Key Holders and lodge written details (which must be kept up to date) with the alarm company and either the Police or the Alarm Receiving Centre
- h) In the event of notification of any activation of the Intruder Alarm System or interruption of means of communication including one or both alarm transmission systems in respect of dual signalling systems during any period the Intruder Alarm System is set a Key Holder shall attend the Premises as soon as reasonably possible
- i) In the event of the Insured receiving any notification

- i) the Police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
- ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
- iii) that the Intruder Alarm System cannot be returned to or maintained in full working order

the Insured shall advise the Company as soon as possible and comply with any subsequent requirements stipulated by the Company

Definitions

Intruder Alarm System

The component parts including the means of communication used to transmit signals to the alarm-receiving centre

Alarmed Premises

The Premises or those portions of the Premises protected by the Intruder Alarm System

Key Holder

The Insured or any person or key holding company authorised by the Insured who is available at all times to accept notification of faults or alarm signals to the Intruder Alarm System attend and allow access to the Premises

Premises

The buildings occupied by or under the control of the Insured (unless otherwise stated in the Schedule)

The Cover - All Risks

A Indemnity

The Company agrees that

- a) if any of the Property Insured described in the Schedule be accidentally lost destroyed or damaged
- b) if any Motor Vehicle described in the Schedule is lost or damaged as a result of theft or attempted theft whilst on or about the Premises

provided that when the Premises are unattended ignition keys are removed and Motor Vehicles in the open are securely locked at all points of access

the Company will pay the Insured the value of the property at the time of its loss or destruction or the amount of the damage or at the Company's option reinstate or replace such property or any part of it

Provided that the liability of the Company under this Section shall not exceed

- i) in the whole the total Sum Insured or in respect of any item its Sum Insured or any other limit of liability stated in the Schedule at the time of loss destruction or damage
- ii) the Sum Insured (or limit) remaining after deduction for any other loss destruction or damage occurring during the same Period of Insurance unless the Company shall have agreed to reinstate any such Sum Insured (or limit)

adjusted in accordance with the Inflation Protection Clause if applicable

This Section incorporates the Schedule Memoranda and Endorsements which shall be read together as one contract Words and expressions to which specific meaning is given in any part of this Section shall have the same meaning wherever they appear

Additional Definitions

- 1 The word 'DAMAGE' in capital letters shall mean accidental loss or destruction of or damage to the Property Insured
- 2 The word 'Money' shall mean bills of exchange promissory notes cash bank and currency notes cheques postal orders money orders crossed bankers drafts current postage stamps unused units in franking machines National Savings stamps and Certificates National Insurance stamps Trading stamps Gift tokens Customer redemption vouchers VAT purchase receipts Credit Company sales vouchers credit card counterfoils travelers tickets and insofar as such are not otherwise insured Holidays with pay stamps and Luncheon Vouchers

B Exclusions

This Section does not cover

- 1 the amount shown below after the application of the Condition of Average Clause (if applicable) in respect of
 - i) DAMAGE by fire lightning explosion aircraft riot civil commotion strikers locked-out workers persons taking part in labour disturbances or earthquake £Nil
 - ii) all other insured DAMAGE £300
- 2 DAMAGE caused by or consisting of
 - a) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
 - b) the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured
 - c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

but this shall not exclude subsequent DAMAGE which itself results from a cause not otherwise excluded

3 DAMAGE caused by or consisting of

- a) faulty or defective workmanship operational error or omission on the part of the Insured or any of his employees but this shall not exclude
 - i) such DAMAGE not otherwise excluded which itself results from a Defined Peril
 - ii) subsequent DAMAGE which itself results from a cause not otherwise excluded
- b) acts of fraud or dishonesty by the Insureds Employees but this shall not exclude such DAMAGE not otherwise excluded which itself results from a Defined Peril

4 DAMAGE caused by or consisting of

- a) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
 - b) change in temperature colour flavour texture or finish
 - c) theft or any attempt thereat
 - i) not involving entry to or exit from the Premises by forcible and violent means or violence or threat of violence to the Insured his family or Employees
 - ii) of property in the open or property not contained in a lockfast building
- But this exclusion shall not apply to Motor Vehicles in the open at the Premises
- d) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith

e) mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates but this shall not exclude

- i) such DAMAGE not otherwise excluded which itself results from a Defined Peril (other than theft) or from any other accidental loss destruction or damage
- ii) subsequent DAMAGE which itself results from a cause not otherwise excluded

5 DAMAGE by theft caused by or in collusion with the Insured or any partner director or Employee of the Insured or any member of the Insureds family or any other person lawfully on the Premises

6 loss or destruction or damage caused by pollution or contamination but this shall not exclude destruction of or damage to the Property Insured not otherwise excluded caused by

- a) pollution or contamination which itself results from a Defined Peril
- b) a Defined Peril which itself results from pollution or contamination

7 DAMAGE caused by or consisting of

- a) subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
- b) normal settlement or bedding down of new structures
- c) disappearance unexplained or inventory shortage misfiling or misplacing of information

8 destruction of or damage to a building or structure caused by its own collapse or cracking unless resulting from a Defined Peril insofar as it is not otherwise excluded

9 DAMAGE in respect of fences and gates caused by wind rain hail sleet snow flood or dust and movable property in the open other than in respect of any item(s) on Motor Vehicles

10 DAMAGE (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair

11 DAMAGE

- a) caused by freezing
- b) caused by escape of water from any tank apparatus or pipe
- c) caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation
- d) caused by theft or any attempt thereat
- e) to fixed glass

In respect of any building which is empty or not in use

12 DAMAGE in respect of

- a) jewellery precious stones precious metals bullion furs curiosities works of art or rare books
- b) property in transit
- c) china earthenware marble or other fragile or brittle objects
- d) computers or data processing equipment
- e) Money stamps bonds credit cards or securities of any description

other than such DAMAGE caused by a Defined Peril (other than theft) insofar as it is not otherwise excluded

13 DAMAGE to

- a) Motor Vehicles or their contents occurring elsewhere than in or about the Premises railway locomotives rolling stock watercraft or aircraft
- b) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection

c) land roads pavements piers jetties bridges culverts or excavations

d) livestock growing crops or trees

unless specifically mentioned as insured by this Section

14 property which at the time of the happening of DAMAGE is insured by or would but for the existence of this Section be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

15 any property more specifically insured by or on behalf of the Insured

16 DAMAGE in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of

- i) riot civil commotion and (except in respect of DAMAGE by fire or explosion) strikers locked-out workers or persons taking part in labour disturbances or malicious persons
- ii) TERRORISM as defined in the Terrorism Exclusion Clause

In any action suit or other proceedings where the Company alleges that by reason of this definition any DAMAGE is not covered by this Section the burden of proving that such DAMAGE is covered shall be upon the Insured

17 consequential loss or damage of any kind or description except loss of rent when such a loss is included in the cover under this Section

18 any amount in excess of £500 for the repair or replacement of lettering alarm foil or other ornamentation work on glass

19 DAMAGE to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such DAMAGE is caused by programming or operator error Virus or Similar Mechanism or Hacking

but this shall not exclude DAMAGE not otherwise excluded which itself results from a Defined Peril save in respect of malicious persons other than thieves



For the purposes of this Section Exclusion the following Definitions apply:

Definitions

a) Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self replication or not

This Definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs

b) Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data

C General Provisions

1 Deductibles

This Section does not cover the amount excluded stated in Exclusion 1 in respect of each and every loss as ascertained after the application of all other terms and conditions of this Section including any Condition of Average Clause

2 Explosion

In respect of any vessel machinery or apparatus or its contents belonging to or under the control of the Insured which requires to be examined to comply with any Statutory Regulations cover against destruction or damage caused by an explosion thereof is subject to the provision that such vessel machinery or apparatus shall be the subject of a policy or other contract providing the required inspection

Business Interruption Section - Dealer Guard

(Only applicable if this section is shown as operative in the schedule)

Memoranda

1 Definitions

Note 1: To the extent that the Insured are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax

Note 2: For the purpose of these definitions any adjustments implemented in current cost accounting shall be disregarded

Incident

Loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business

or

Loss destruction of or damage to the Insureds books of account or other business books or records at the Premises in respect of any item on Accounts Receivable

Indemnity Period

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

Turnover

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

Maximum Indemnity Period

(As stated in the schedule)

Uninsured Working Expenses

(As stated in the schedule)

Gross Profit

The amount by which

- 1) the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed
- 2) the sum of the amount of the opening stock and work in progress and the amount of the Uninsured Working Expenses

Note: The amounts of the opening and closing stocks (including work in progress) shall be arrived at in accordance with the Insureds usual accounting methods due provision being made for depreciation

Gross Revenue

The money paid or payable to the Insured for services rendered in the course of the Business at the Premises less the amount of any Uninsured Working Expenses

Gross Rentals

The money paid or payable to the Insured for tenancies and other charges and for services rendered in the course of the Business at the Premises

Estimated Gross Profit

The amount declared by the Insured to the Company as representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months)

Estimated Gross Revenue

The amount declared by the Insured to the Company as representing not less than the Gross Revenue which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months)

Estimated Gross Rentals

The amount declared by the Insured to the Company as representing not less than the Gross Rentals which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months)

Accounts Receivable

The total amount of the balances debited to Customers in the Insureds accounts and declared in the statement last given under the provisions of the premium adjustment clause after equitable allowances have been made for bad debts and for amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Incident) to Customers accounts in the period between the date of said statement and the date of the Incident

Customers

All Customers of the Insured who obtain goods or services from the Insured on a credit basis

Rate of Gross Profit

The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Incident

Annual Turnover

The Turnover during the twelve months immediately before the date of the Incident

Standard Turnover

The Turnover during the period in the twelve months immediately before the date of the Incident which corresponds with the Indemnity Period

Annual Gross Revenue

The Gross Revenue during the twelve months immediately before the date of the Incident

Standard Gross Revenue

The Gross Revenue during that period in the twelve months immediately before the date of the Incident which corresponds with the Indemnity Period

Annual Gross Rentals

The Gross Rentals during the twelve months immediately before the date of the Incident

Standard Gross Rentals

The Gross Rentals during that period in the twelve months immediately before the date of the Incident which corresponds with the Indemnity Period.

To which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Incident or which would have affected the Business had the Incident not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Incident would have been obtained during the relative period after the Incident

2 Basis of Loss Settlement

The undernoted terms of settlement apply only if the paragraph title appears in the Schedule to this Section

Gross Profit/Estimated Gross Profit

The insurance under this item is limited to loss of Gross Profit due to a) Reduction in Turnover and b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be

a) in respect of Reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall fall short of the Standard Turnover in consequence of the Incident

b) in respect of Increase in Cost of Working: the additional expenditure (subject to the Provisions of the Uninsured Working Expenses Clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Incident

provided that if the Sum Insured by the item on Gross Profit be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced

Gross Revenue/Estimated Gross Revenue

The insurance under this item is limited to a) loss of Gross

Revenue and b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be

a) in respect of loss of Gross Revenue: the amount by which the Gross Revenue during the Indemnity Period shall fall short of the Standard Gross Revenue in consequence of the Incident

b) in respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident but not exceeding the amount of the reduction in Gross Revenue thereby avoided

less any sum saved during the Indemnity Period in respect of such of the charges or expenses of the Business payable out of Gross Revenue as may cease or be reduced in consequence of the Incident

provided that if the Sum Insured by the item on Gross Revenue be less than the Annual Gross Revenue (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced

Additional Increased Cost of Working

The insurance under this item is limited to such further additional expenditure beyond that recoverable under paragraph b) of any of the above items insured hereby as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the Incident for the sole purpose of avoiding or diminishing a reduction in Turnover or Gross Revenue

Increase in Cost of Working

The insurance under this item is limited to Increased Cost of Working and the amount payable as indemnity thereunder shall be:

The Additional Expenditure necessarily and reasonably incurred by the Insured in consequence of the Incident in order to prevent or minimise the interruption of the Business during the Indemnity Period provided that the Company shall not be liable for more

than 50% of the Sum Insured during the first 3 months of the Indemnity Period and the balance in equal proportions monthly thereafter

Gross Rentals/Estimated Gross Rentals

The insurance under this item is limited to a) loss of Gross Rentals and b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be

a) in respect of loss of Gross Rentals: the amount by which the Gross Rentals during the Indemnity Period shall fall short of the Standard Gross Rentals in consequence of the Incident

b) in respect of Increase in Cost of Working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Rentals which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident but not exceeding the amount of the reduction in Gross Rentals thereby avoided

less any sum saved during the Indemnity Period in respect of such of the expenses and charges payable out of Gross Rentals as may cease or be reduced in consequence of the Incident

provided that if the Sum Insured by the item on Gross Rentals be less than the Annual Gross Rentals (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced

Accounts Receivable

The insurance under this item is limited to a) loss of Accounts Receivable and b) Additional Expenditure and the amount payable as indemnity thereunder shall be

a) in respect of loss of Accounts Receivable: the difference solely due to the Incident between the amount of the Accounts Receivable at the date of the Incident and the total amount received in payment of them during the twelve months after the Incident

b) in respect of Additional Expenditure: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Accounts Receivable which but for that expenditure would have occurred in consequence of the Incident but not exceeding the amount which would otherwise have been payable under a) above

provided that if at the time of the Incident the Sum Insured by this item be less than the total amount of the Accounts Receivable the amount payable shall be proportionately reduced

3 Extensions of Cover

Any loss as insured by this Section resulting from interruption of or interference with the Business in consequence of loss destruction or damage at the undernoted situation or to property as undernoted shall be deemed to be an Incident provided that after the application of all other terms conditions and provisions of the Policy the liability under this Extension in respect of any one occurrence shall not exceed :- the percentage of the total of the Sums Insured (or 133 1/3% of the Estimated Gross Profit or Estimated Gross Revenue by Item 1 of this Section) shown below as the limit

Extension

a) Property Stored

Property of the Insured whilst stored anywhere in Great Britain or Northern Ireland elsewhere than at the premises in the occupation of the Insured Provided that the liability of the Company shall not exceed 10% of the Sum Insured

b) Customers

The Premises of any of the Insureds Customers anywhere in Great Britain or Northern Ireland Provided that the liability of the Company shall not exceed 10% of the Sum Insured

c) Exhibition Sites

Any situation in Great Britain or Northern Ireland not in the occupation of the Insured where the Insured is exhibiting his goods for sale Provided that the liability of the Company shall not exceed 10% of the Sum Insured

d) Suppliers

The Premises of any of the Insureds Suppliers of components accessories spare parts or motor fuel anywhere in Great Britain or Northern Ireland Provided that the liability of the Company shall not exceed 10% of the Sum Insured

e) Utilities – Electricity

Property at any generating station or substation of the electricity supply undertaking from which the Insured obtains electricity Provided that the liability of the Company shall not exceed 10% of the Sum Insured

f) Utilities – Gas

Property at any land-based premises of the gas supply undertaking or of any natural gas producer linked directly therewith from which the Insured obtains gas Provided that the liability of the Company shall not exceed 10% of the Sum Insured

g) Utilities – Water

Property at any waterworks or pumping station of the water supply undertaking from which the Insured obtains water Provided that the liability of the Company shall not exceed 10% of the Sum Insured

h) Utilities – Telecommunications

Property at any land based premises of the public telecommunications undertaking Provided that the liability of the Company shall not exceed 10% of the Sum Insured

Subsidence Extension Clause

Notwithstanding exclusions 5(a) and 5(b) detailed in the Cover applicable to this Section the insurance by this Section extends to include subsidence or ground heave of any part of the site on which the property stands or landslip excluding

- (a) CONSEQUENTIAL LOSS in respect of yards car parks roads pavements walls gates and fences unless a building at the same premises used by the Insured for the purpose of the Business is also damaged thereby
 - (b) CONSEQUENTIAL LOSS caused by or consisting of
 - (i) the normal settlement or bedding down of new structures
 - (ii) the settlement or movement of made-up ground
 - (iii) coastal or river erosion
 - (iv) defective design or workmanship or the use of defective materials
 - (v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
 - (c) loss resulting from destruction or damage, which originated prior to the inception of this cover
 - (d) CONSEQUENTIAL LOSS resulting from
 - (i) demolition construction structural alteration or repair of any property
- or
- (ii) groundworks or excavation

at the same premises

Special Condition

In so far as this insurance relates to CONSEQUENTIAL LOSS caused by Subsidence Ground Heave or Landslip

- (a) The Insured shall notify the Company immediately they become aware of any demolition groundworks excavation or construction being carried out on any adjoining site
- (b) The Company shall then have the right to vary the terms or cancel this cover

Escape of Oil Extension Clause

The insurance by Item 1 (Gross Profit) of this Section extends to cover (subject to the Exclusions) CONSEQUENTIAL LOSS resulting from the ESCAPE OF OIL FROM ANY FIXED HEATING INSTALLATION

Clauses

Alternative Trading

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

Automatic Reinstatement of Sum Insured

In the event of loss the Sum Insured by this Section will be automatically reinstated from the date of the loss unless written notice is given to the contrary either by the Company or by the Insured and the Insured undertake to pay such necessary premiums as may be required for such reinstatement from that date

Fire Resisting Safes

It is warranted that the Insureds books of account or other business books or records in which Customers accounts are shown shall be kept in fire resisting safes or fire resisting cabinets when not in use

Inflation Protection

The Company will adjust the Sum Insured in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted Sum Insured

New Business

For the purpose of any claim arising from an Incident occurring before the completion of the first years' trading of the Business at the Premises the terms 'Rate of Gross Profit' 'Annual Turnover' 'Standard Turnover' 'Annual Gross Revenue' 'Standard Gross Revenue' 'Annual Gross Rentals' and 'Standard Gross Rentals' shall bear the following meanings and not as previously stated -

Rate of Gross Profit

The rate of Gross Profit earned on the Turnover during the period between the date of the commencement of the Business and the date of the Incident

Annual Turnover

The proportional equivalent for a period of twelve months of the Turnover realised during the period between the commencement of the Business and the date of the Incident

Standard Turnover

The proportional equivalent for a period equal to the Indemnity Period of the Turnover realised during the period between the commencement of the Business and the date of the Incident

Annual Gross Revenue

The proportional equivalent for a period of twelve months of the Gross Revenue realised during the period between the commencement of the Business and the date of the Incident

Standard Gross Revenue

The proportional equivalent for a period equal to the Indemnity Period of the Gross Revenue realised during the period between the commencement of the Business and the date of the Incident

Annual Gross Rentals

The proportional equivalent for a period of twelve months of the Gross Rentals realised during the period between the commencement of the Business and the date of the Incident

Standard Gross Rentals

The proportional equivalent for a period equal to the Indemnity Period of the Gross Rentals realised during the period between the commencement of the Business and the date of the Incident

To which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Incident or which would have affected the Business had the Incident not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Incident would have been obtained during the relative period after the Incident

Premium Adjustment

a) The premium paid hereon may be adjusted on receipt by the Company of a declaration of Gross Profit Gross Revenue or Gross Rentals earned during the financial year most nearly concurrent with the Period of Insurance as reported by the Insureds auditors.

If any Incident shall have occurred giving rise to a claim for loss of Gross Profit Gross Revenue or Gross Rentals the above mentioned declaration shall be increased by the Company for the purpose of premium adjustment by the amount by which the Gross Profit Gross Revenue or Gross Rentals was reduced during the financial year solely in consequence of the Incident

If either declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured on Gross Profit Gross Revenue or Gross Rentals for the relative Period of Insurance the Company will allow a pro rata return of premium not exceeding 50% of the premium paid

NB Accountants may be substituted for auditors in respect of companies exempt from credit requirements

b) It is a condition precedent to liability where Accounts Receivable are insured by this Section that the Insured shall within thirty days of the end of each month deposit with the Company a signed statement showing the total amount of the balance in the Insureds accounts debited to Customers and remaining unpaid as at the end of the said month In the event of the average amount of the said signed statements during any annual Period of Insurance being less than the Sum Insured by the item on Accounts Receivable a pro rata return of premium not exceeding 50% of the premium paid on such Sum Insured for such Period of Insurance will be made in respect of the difference

Prevention of Access

Subject to the conditions of this Section loss resulting from interruption of or interference with the Business in consequence of loss destruction of or damage to property in the vicinity of the Premises loss or destruction of or damage to which shall prevent or hinder the use of the Premises or access thereto whether the Premises or property of the Insured therein shall be damaged or not (but excluding loss or destruction of or damage to property of any supply undertaking from which the Insured obtain electricity gas or water or telecommunications services which prevents or hinders the supply of such services) shall be deemed to be an Incident

Professional Accountants

Any particulars or details contained in the Insureds books of account or other business books or documents which may be required by the Company under part b) of Special Condition 2 for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates.

The Company will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by the Company under part b) of Special Condition 2 of this Section and reporting that such particulars or details are in accordance with the Insureds books of account or other business books or documents.

provided that the sum of the amount payable under this Clause and the amount otherwise payable under the Section shall in no case exceed the liability of the Company as stated

Subrogation Rights Waiver

In the event of a claim arising under this Section the Company agrees to waive any rights remedies or relief to which it is entitled by subrogation against: -

- a) Any Company standing in the relationship of Parent to Subsidiary (Subsidiary to Parent) to the Insured as defined in Section 736 of the Companies Act 1985
- b) Any Company which is a subsidiary of the Parent Company of which the Insured are themselves a Subsidiary in each case within the meaning of Section 736 of the Companies Act 1985

4 Exclusion Clauses

Terrorism Exclusion Clause

This Section does not cover loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with:

1. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If the Company alleges that by reason of this Exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving the contrary shall be upon the Insured.

In the event any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

Definition – Terrorism

For the purpose of this Exclusion an act of Terrorism shall mean an act including but not limited to the use of force or violence and or threat thereof of any person or group[s] of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear.

In respect of private house[s] or contents thereof insured in the name of an individual this Terrorism exclusion only applies to loss damage cost or expense caused by nuclear, chemical or biological contamination resulting directly or indirectly from Terrorism

5 Special Conditions

1 Alterations

This Section shall be avoided if after the commencement of this insurance the Business be wound up or carried on by a liquidator or receiver or permanently discontinued

2 Claims Conditions

a) In the event of any loss destruction or damage in consequence of which a claim is or may be made under this Section the Insured will

- notify the Company immediately
- deliver to the Company at the Insureds expense within 7 days of its happening full details of loss destruction or damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons
- with due diligence carry out and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss

b) In the event of a claim being made under this Section the Insured at their own expense shall

- (not later than 30 days after the expiry of the Indemnity Period or within such further time as the Company may allow) deliver to the Company in writing particulars of their claim together with details of all other insurances covering property used by the Insured at the Premises for the purposes of the Business or any part of it or any resulting consequential loss

NB The words in brackets do not apply to any item on Accounts Receivable

- deliver to the Company such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may be reasonably required by the Company for the purpose of investigating or verifying the claim together with if

demanded a statutory declaration of the truth of the claim and of any matters connected with it

c) If the terms of this condition have not been complied with

- no claims under this Section shall be payable
- and
- any payment on account of the claim already made shall be repaid to the Company forthwith

3 Duplicate Records

It is a condition precedent to liability in respect of CONSEQUENTIAL LOSS caused by erasure loss distortion or corruption of information on computer systems and/or other records programs or software in so far as it is insured by the Section that the Insured shall keep a copy of such information in a fire resisting safe or fire resisting cabinet

Special Clauses

(Clauses 1-3 applicable only if the Clause numbers are entered in the Schedule Clause 4 applicable only if referred to in the Schedule)

1 Deposit Premium

The first and annual premiums are provisional being 75% of the premium payable at the commencement of the Period of Insurance with the balance of 25% to be paid within 6 months of the expiry of that period except that.

In respect of any item on Gross Profit Gross Revenue or Gross Rentals the premium paid shall be adjusted on receipt by the Company of a declaration of Gross Profit Gross Revenue or Gross Rentals earned during the financial year most nearly concurrent with the year of insurance as reported by the Insureds auditors

If any Incident shall have occurred giving rise to a claim for loss of Gross Profit Gross Revenue or Gross Rentals the above mentioned declaration shall be increased by the Company for the purpose of premium adjustment by the amount by which the Gross Profit Gross Revenue or Gross Rentals was reduced during the financial year solely in consequence of the Incident

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months)

- a) is less than 75% of the Sum Insured on Gross Profit Gross Revenue or Gross Rentals for the relative period the Company will allow a pro rata return of premium not exceeding 33 1/3% of the provisional premium paid
- b) is greater than 75% of the Sum Insured on Gross Profit Gross Revenue or Gross Rentals for the relative period the Insured shall pay a pro rata additional premium not exceeding 33 1/3% of the provisional premium paid

In the event that no declaration is received within 6 months of the expiry of the Period of Insurance the balance of 25% shall be paid

Part a) of the Premium Adjustment Clause is deleted

2 Declaration Linked

- a) The Insured shall prior to each renewal furnish the Company with the Estimated Gross Profit Estimated Gross Revenue or Estimated Gross Rentals as insured hereby for the financial year most nearly concurrent with the ensuing year of insurance
- b) The first and annual premiums in respect of each item on Estimated Gross Profit Estimated Gross Revenue or Estimated Gross Rentals as insured hereby are provisional and are based on the Estimated Gross Profit Estimated Gross Revenue or Estimated Gross Rentals.

The Insured shall provide the Company not later than six months after the expiry of each Period of Insurance with a declaration confirmed by the Insureds auditors of the Gross Profit Gross Revenue or Gross Rentals earned during the financial year most nearly concurrent with the Period of Insurance.

Accountants may be substituted for auditors in respect of companies exempt from audit requirements

If any Incident shall have occurred giving rise to a claim for loss of Gross Profit Gross Revenue or Gross Rentals the above mentioned declaration shall be increased by the Company for the purpose of premium adjustment by the amount by which the Gross Profit Gross Revenue or Gross Rentals was reduced during the financial year solely in consequence of the Incident If the declaration (adjusted as provided above and proportionately increased where the Maximum Indemnity Period exceeds 12 months)

- i) is less than the Estimated Gross Profit Estimated Gross Revenue or Estimated Gross Rentals as insured hereby for the relative Period of Insurance the Company will allow a pro rata return of the premium paid on the Estimated Gross Profit Estimated Gross Revenue or Estimated Gross Rentals as insured hereby but not exceeding 50% of such premium
- ii) is greater than the Estimated Gross Profit Estimated Gross Revenue or Estimated Gross Rentals as insured hereby for the relative Period of Insurance the Insured shall pay a pro rata addition to the premium paid on the Estimated Gross Profit Estimated Gross Revenue or Estimated Gross Rentals as insured hereby

c) Notwithstanding proviso 2 in Indemnity Clause A the liability of the Company shall in no case exceed in respect of Gross Profit Gross Revenue or Gross Rentals 133 1/3% of the Estimated Gross Profit Estimated Gross Revenue or Estimated Gross Rentals stated herein and in respect of each other item 100% of the Sums Insured by the said items or such other amounts as may be substituted therefore by memorandum signed by or on behalf of the Company

Part a) of the Premium Adjustment Clause is deleted

3 Temporary Cover

The first premium has been calculated to take into account the cost of temporary cover (in accordance with particulars lodged with the Company) pending issue of this Policy

4 Long Term Agreement

The discount shown in the Schedule is allowed off the net premiums on this Section in consideration of the Insured having signed an undertaking expiring on the date specified in the Schedule to offer the insurance on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premium annually in advance it being understood that :-

- a) the Company shall be under no obligation to accept an offer made in accordance with the above mentioned undertaking
- b) the Sum Insured may be reduced at any time to correspond with any reduction in Business

The above mentioned undertaking applies to any Section or Sections which may be issued by the Company in substitution for this Section and the same discount shall be allowed off the net premiums on any substituted Section or Sections issued by the Company as aforesaid

Payment of the premium due at the expiry date shown in the Schedule shall be deemed acceptance by the Insured of the terms of this clause

The Cover - All Risks

Indemnity Clause A

(Applicable to all items other than items on Accounts Receivable or Loss of Licence)

The Company agrees that if any building or other property used by the Insured at the Premises for the purpose of the Business be accidentally lost destroyed or damaged and in consequence the Business carried on by the Insured at the Premises be interrupted or interfered with then the Company will pay to the Insured in respect of each item in the Schedule the amount of loss resulting from such interruption or interference provided that

1 at the time of the happening of the loss destruction or damage there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such loss destruction or damage and that

i) payment shall have been made or liability admitted therefore

or

ii) payment would have been made or liability admitted therefore but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

2 the liability of the Company under this Section shall not exceed

i) in the whole the total Sum Insured or in respect of any item its Sum Insured at the time of the loss destruction or damage

ii) the Sum Insured remaining after deduction for any other interruption or interference consequent upon loss destruction or damage occurring during the same Period of Insurance unless the Company shall have agreed to reinstate such Sum Insured.

adjusted in accordance with the Inflation Protection Clause if applicable

Indemnity Clause B

(Applicable to any item on Accounts Receivable)

The Company agrees that if any of the Insured's books of account or other business books or records at the Premises be so destroyed or damaged as to render it impossible for the Insured to obtain from Customers all the sums due to them and outstanding at the date of the damage then the Company will pay to the Insured the amount they may be entitled to recover under the provisions of this Section provided the liability of the Company under this Section shall not exceed

i) in the whole the total Sum Insured or in respect of any item its Sum Insured at the time of the loss destruction or damage

ii) the Sum Insured remaining after deduction for any other claim under this Section consequent upon loss destruction or damage occurring during the same Period of Insurance unless the Company shall have agreed to reinstate any such Sum Insured

adjusted in accordance with the Inflation Protection Clause if applicable

Additional Definition

The words 'CONSEQUENTIAL LOSS' in capital letters shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of loss or destruction of or damage to property used by the Insured at the Premises for the purposes of the Business

This Section incorporates the Schedule Memoranda and Endorsements which shall be read together as one Contract Words and expressions to which a specific meaning is given in any part of this Section shall have the same meaning wherever they appear

B Exclusions

This Section does not cover

1 CONSEQUENTIAL LOSS caused by or consisting of

- a) inherent vice latent defect gradual deterioration wear and tear frost change in water table its own faulty or defective design or materials
- b) the bursting by steam pressure of any vessel machine or apparatus (not being a boiler or economiser on the Premises or a boiler used for domestic purposes only) in which internal pressure is due to steam only and belonging to or under the control of the Insured
- c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but this shall not exclude CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded

2 CONSEQUENTIAL LOSS caused by or consisting of

- a) faulty or defective workmanship operational error or omission on the part of the Insured or any of his Employees but this shall not exclude
 - i) such CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined Peril
 - ii) subsequent CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded
- b) acts of fraud or dishonesty by the Insured's Employees but this shall not exclude such CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined Peril

3 CONSEQUENTIAL LOSS

- a) caused by or consisting of corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
- b) caused by or consisting of change in temperature colour flavour texture or finish

c) consisting of joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith

d) consisting of mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

e) caused by the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunications services

but this shall not exclude

- i) such CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined Peril or from any other accidental loss destruction or damage
- ii) subsequent CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded

4 loss resulting from pollution or contamination but this shall not exclude loss resulting from destruction of or damage to property used by the Insured at the Premises for the purpose of the Business not otherwise excluded caused by

- i) pollution or contamination at the Premises which itself results from a Defined Peril
- ii) a Defined Peril which itself results from pollution or contamination

5 CONSEQUENTIAL LOSS caused by or consisting of

- a) subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
- b) normal settlement or bedding down of new structures

6 CONSEQUENTIAL LOSS arising directly or indirectly from

- a) disappearance unexplained or inventory shortage misfiling or misplacing of information
- b) i) erasure loss distortion or corruption of information on computer systems or other records programs or software caused deliberately by rioters strikers locked-out workers persons taking part in labour disturbances or civil commotion or malicious persons
- ii) other erasure loss distortion or corruption of information on computer systems or other records programs or software unless resulting from a Defined Peril insofar as it is not otherwise excluded

7 loss resulting from destruction of or damage to a building or structure used by the Insured at the Premises caused by its own collapse or cracking unless resulting from a Defined Peril insofar as it is not otherwise excluded

8 CONSEQUENTIAL LOSS in respect of moveable property in the open fences and gates caused by wind rain hail sleet snow flood or dust and moveable property in the open other than in respect of Motor Vehicles

9 CONSEQUENTIAL LOSS (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair

10 CONSEQUENTIAL LOSS

- a) caused by freezing
- b) caused by escape of water from any tank apparatus or pipe
- c) caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation
- d) caused by theft or any attempt thereat
- e) resulting from breakage of fixed glass

In respect of any building which is empty or not in use

11 CONSEQUENTIAL LOSS in respect of

- a) china earthenware marble or other fragile or brittle objects
- b) computers or data processing equipment
- c) railway locomotives rolling stock watercraft or aircraft
- d) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
- e) land roads pavements piers jetties bridges culverts or excavations
- f) livestock growing crops or trees

other than in respect of such CONSEQUENTIAL LOSS caused by a Defined Peril insofar as it is not otherwise excluded

12 CONSEQUENTIAL LOSS in respect of vehicles, motorhomes and caravans or their contents occurring elsewhere than in or about the Premises unless specifically mentioned as insured by this Section

13 CONSEQUENTIAL LOSS in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of

- i) riot civil commotion and (except in respect of CONSEQUENTIAL LOSS by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons
- ii) Terrorism as defined in the Terrorism Exclusion Clause

In any action suit or other proceedings where the Company alleges that by reason of this definition any CONSEQUENTIAL LOSS is not covered by this Section the burden of proving that such CONSEQUENTIAL LOSS is covered shall be upon the Insured

14 CONSEQUENTIAL LOSS resulting from theft caused by or in collusion with the Insured or any partner director or Employee of the Insured or any member of the Insured's family or any other person lawfully on the Premises

15 CONSEQUENTIAL LOSS directly or indirectly caused by or arising from any programming or operator error Virus or Similar Mechanism or Hacking in respect of any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the insured or not

but this shall not exclude CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined Peril save in respect of malicious persons other than thieves

For the purposes of this Section Exclusion the following Definitions apply:

Definitions:

a) Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self replication or not

This Definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs

b) Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data

In addition the above Section Exclusion is deemed to apply in addition to Section Exclusion 6

Loss of Licence Extension

(Only applicable if shown as operative in the Schedule)

Definitions

Note 1: To the extent that the Insured are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax

Note 2: For the purpose of these definitions any adjustments implemented in current cost accounting shall be disregarded

Indemnity Period

The period beginning with the suspension or withdrawal of the Licence and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the suspension or withdrawal of the Licence

The Licence

The Licence granted by the Vehicle and Operator Services Agency or any successor government agency to carry out tests on motor vehicles under Section 45 of the Road Traffic Act 1988 or subsequent legislation and issued to the Insured as an Authorised Examiner or to a nominated Tester employed by the Insured in connection with the Business

The Business

Vehicle and Operator Services Agency testing and retesting and vehicle repair work carried out and/or goods supplied in connection therewith directly arising from such testing conducted solely at or from the Premises

Turnover

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

Maximum Indemnity Period

As stated in the Schedule

Gross Profit

The amount by which

- 1) the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed
- 2) the sum of the amount of the opening stock and work in progress less purchases discounts received and discounts allowed

Note: The amounts of the opening and closing stocks (including work in progress) shall be arrived at in accordance with the Insureds usual accounting methods due provision being made for depreciation

Rate of Gross Profit

The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the suspension or withdrawal of the Licence

Annual Turnover

The Turnover during the period in the twelve months immediately before the date of the suspension or withdrawal of the Licence

Standard Turnover

The Turnover during the period in the twelve months immediately before the date of the suspension or withdrawal of the Licence, which corresponds, with the Indemnity Period

to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or other circumstances affecting the Business either before or after the suspension or withdrawal of the Licence which would have affected the Business had the suspension or withdrawal of the Licence not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the suspension or withdrawal of the Licence would have been obtained during the relative period after the suspension or withdrawal of the Licence

Basis of Loss Settlement

The Insurance under the item on Loss of Licence is limited to loss of Gross Profit due to a) Reduction in Turnover and b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be

- a) in respect of Reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall fall short of the Standard Turnover in consequence of the suspension or withdrawal of the Licence
- b) in respect of Increase in Cost of Working: the additional expenditure (subject to the provisions of the Uninsured Working Expenses clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the suspension or withdrawal of the Licence but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the suspension or withdrawal of the Licence

provided that if the Sum Insured by the item on Loss of Licence be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced

Exclusions

The Insurance by this Extension does not cover any loss

- 1 where the Insured or a principal/director has received a final warning for the suspension or withdrawal of the Licence within the five years prior to inception of this cover
- 2 where the Insured has a warning for the suspension or withdrawal of the Licence, which is current at inception of this cover

- 3 arising from a suspension or warning received during the four weeks immediately following inception of this cover
- 4 arising from actual or proposed compulsory purchase of the Premises
- 5 arising from any scheme of town or country planning improvement or development
- 6 arising from any policy by the Vehicle and Operator Services Agency to reduce the number of Authorised Examiners and Nominated Testers
- 7 arising from any alteration after the commencement of cover of any relevant law unless confirmed in writing by the Company that cover will continue after such alteration
- 8 arising from failure to maintain the Premises equipment or machinery in good general repair
- 9 arising from failure to keep accurate and up to date documentation as required by the Vehicle and Operator Services Agency
- 10 arising from a criminal conviction

Special Conditions

In the event of the Licence being suspended or withdrawn the Insured shall

- 1 give notice in writing to the Company within 48 hours of receiving knowledge of such event stating the grounds upon which the licence was suspended or withdrawn
- 2 give all such assistance as the Company may require for the purpose of an appeal against such suspension or withdrawal and allow the Company and its solicitors full discretion in the conduct of such proceedings
- 3 apply if practicable and if required by the Company for the grant of such new Licence for the same or alternative premises as may enable the Insured to continue the Business in a similar or alternative form
- 4 provide a statement of the Insureds loss if any together with such documents statements and accounts as may be reasonably required by the Company to verify the same and also if required by the Company make a statutory declaration as to the truth accuracy and comprehensiveness thereof

Clauses

Alternative Trading

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

Automatic Reinstatement of Sum Insured

In the event of loss the Sum Insured by this Extension will be automatically reinstated from the date of the loss unless written notice is given to the contrary either by the Company or by the Insured and the Insured undertake to pay such necessary premiums as may be required for such reinstatement from that date

Inflation Protection

The Company will adjust the Sum Insured in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted Sum Insured

New Business

For the purpose of any claim arising from an Incident occurring before the completion of the first years trading of the Business at the Premises the terms 'Rate of Gross Profit' 'Annual Turnover' 'Standard Turnover' shall bear the following meanings and not as within stated

Rate of Gross Profit

The rate of Gross Profit earned on the Turnover during the period between the date of the commencement of the Business and the date of the suspension or withdrawal of the Licence

Annual Turnover

The proportional equivalent for a period of twelve months of the Turnover realised during the period between the commencement of the Business and the date of the suspension or withdrawal of the Licence

Standard Turnover

The proportional equivalent for a period equal to the Indemnity Period of the Turnover realised during the period between the commencement of the Business and the date of the suspension or withdrawal of the Licence

to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the suspension or withdrawal of the Licence or which would have affected the Business had the suspension or withdrawal of the Licence not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the suspension or withdrawal of the Licence would have been obtained during the relative period after the suspension or withdrawal of the Licence



Professional Accountants

Any particulars or details contained in the Insureds books of account or other business books or documents which may be required by the Company for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates

The Company will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by the Company and reporting that such particulars or details are in accordance with the Insureds books of account or other business books or documents

Provided that the sum of the amount payable under this Clause and the amount otherwise payable under the Extension shall in no case exceed the liability of the Company as stated

Employers Liability Section - Dealer Guard

(Only applicable if this section is shown as operative in the schedule)

Definitions

The Business

Those activities specified in the Schedule and

- a) the provision and management of the Insureds canteen sports social educational and welfare organisations established for the benefit of Employees
- b) the provision and management of first aid ambulance fire and security services in connection with premises occupied by the Insured
- c) ownership repair maintenance and decoration of the Insureds own property or premises occupied by the Insured
- d) maintenance and repair of vehicles, caravans and plant owned or utilised by the Insured
- e) private work by any Employee for any director partner or senior official provided such work is undertaken with the consent of the Insured

Provided that all activities are conducted at or from premises owned or occupied by the Insured within Great Britain Northern Ireland the Channel Islands or the Isle of Man

Injury

- a) bodily injury
- b) death illness or disease
- c) nervous shock

Costs and Expenses

- a) Legal costs of any claimant for which the Insured is legally liable
- b) all Solicitors fees incurred with the written consent of the Company for legal representation of the Insured at

- i) any coroners inquest or fatal accident enquiry
- ii) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury or Damage to Property
- c) all costs and expenses incurred with the written consent of the Company in respect of a claim against the Insured to which the indemnity provided under this Section applies

Limit of Indemnity

The amount specified in the Schedule as the Limit of Indemnity and the liability of the Company for all compensation payable to any one claimant or number of claimants in respect of or arising out of any one occurrence or series of occurrences consequent upon and attributable to one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule

Territorial Limits

- a) Anywhere within Great Britain Northern Ireland the Channel Islands the Isle of Man other than Offshore
- b) member countries of the European Economic Community other than Offshore where the Insured or any Employee is temporarily engaged in the business of the Insured provided such persons are ordinarily resident in a) above
- c) elsewhere in the world other than Offshore in respect of commercial visits by directors and other than offshore non manual Employees normally resident in a) above

Provided that in respect of b) and c) the Company shall not be liable to indemnify the Insured in respect of any amount payable under Workmens Compensation Social Security or Health Insurance legislation

Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any Offshore rig or any Offshore platform and until such time of disembarkation from any conveyance onto land from any Offshore rig or Offshore platform.

The Cover

Persons to be Insured

The Company will indemnify at the request of the Insured

- a) any director or partner of the Insured
- b) any Employee
- c) any principal for whom the Insured is carrying out a contract for the performance of work but only to the extent required by the conditions of such contract
- d) the owners of plant hired in by the Insured but only to the extent required by the conditions of hire

against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured

The Company will also indemnify at the request of the Insured

- a) any officer or member of the Insured's canteen sports social educational or welfare organisation established for the benefit of Employees
- b) any persons who provide first aid medical ambulance fire or security services in connection with premises occupied by the Insured
- c) any director partner or senior official of the Insured for whom with the consent of the Insured an Employee is undertaking private work

against legal liability arising from the provisions of such services facilities or work

Provided that

- a) each of the parties indemnified under this Section shall as though they were the Insured observe fulfill and be subject to the terms exclusions and conditions contained herein or endorsed insofar as they can apply
- b) the Company shall have the conduct and control of all claims

- c) if the Company is required to indemnify more than one party in respect of any occurrence the liability of the Company shall not in the aggregate exceed the Limit of Indemnity

Indemnity

In the event of Injury caused to any Employee within the Territorial Limits during the Period of Insurance and in connection with the Business the Company will indemnify the Insured in respect of all sums which the Insured shall be legally liable to pay for damages Costs and Expenses for such Injury arising out of such event provided that the Company shall not be liable for any amount exceeding the Limit of Indemnity

Exclusions

Radioactive Contamination

So far as concerns the liability of any principal or liability assumed by the Insured under agreement and which would not have attached in the absence of such agreement this Section shall not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

Vehicles

This Section does not provide an indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation

Clauses

A) Health and Safety at Work etc Act 1974 Legal Defence Costs

Irrespective of whether any person has sustained Injury the Company with its written consent will pay the costs and the expenses incurred in defending any director manager partner of the Insured or Employee in the event of such a person being prosecuted for an offence under the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or an incident resulting in an Inquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975 which arises in connection with the Business and which occurs during the Period of Insurance within Great Britain Northern Ireland the Channel Islands and the Isle of Man

The Company will also pay the costs incurred with its written consent in appealing against any judgment given

Provided that

- a) the proceedings relate to the Health Safety or Welfare of Employees
- b) the indemnity granted hereunder does not
 - i) provide for the payment of fines or penalties
 - ii) apply to prosecutions which arise out of any activity or risk excluded from this Section
 - iii) apply to prosecutions consequent upon any deliberate act or omission

B) Compensation for Court Attendance

In the event of the under mentioned person 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 provide 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 £100
- b) any Employee £50

C) Unsatisfied Court Judgments

In the event of Injury to an Employee sustained during the Period of Insurance and arising out of his employment by the Insured in the course of the Business which results in the judgment for damages being obtained by such Employee or his personal representatives which remains unsatisfied in whole or in part six months after the date of such judgment the Company will at the request of the Insured pay to the Employee or his personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that

- a) the judgment for damages is obtained
 - i) in a court of law within Great Britain Northern Ireland the Channel Islands or the Isle of Man
 - ii) against a company partnership or individual other than the Insured conducting a business at or from premises within the territories described in a) i) above
- b) there is no appeal outstanding
- c) if any payment is made under the terms of this extension the Employee or the personal representatives of the Employee shall assign the judgment to the Company

Special Conditions

1 Observance of Terms

It is a condition precedent to any liability on the part of the Company under this Section that the terms hereof so far as they relate to anything to be done or complied with by the Insured be duly and faithfully observed

2 Material Facts

The Insured shall give immediate notice to the Company of any alteration in risk, which materially affects this insurance

3 Reasonable Precautions

The Insured shall

- a) take all reasonable precautions to prevent occurrences, which may give rise to liability under this Section
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c) forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require

4 Notification of Claims

In the event of any occurrence, which may give, rise to a claim under this Section the Insured shall immediately

- a) give written notice with full particulars to the Company
- b) forward to the Company upon receipt every letter claim writ summons or process
- c) notify the Company of any knowledge of impending prosecution inquest fatal accident or ministry inquiry

5 Claims Control

- a) no admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company

b) the Company shall be entitled to take over the conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise

c) the Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim

d) the Insured shall give all information and assistance the Company may require

6 Other Insurances

The Company will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected

7 Premium Adjustment

If any part of the premium has been calculated on estimates the Insured shall within one month from the expiry of each Period of Insurance furnish such particulars and information as the Company may require and shall at the request of the Company provide an auditors certificate in support thereof The premium for such period shall then be adjusted subject to the Company retaining 75% of the premium paid for the Period of Insurance which corresponds to the period which is being adjusted Should the Insured fail to supply such particulars the Company shall be entitled to charge a reasonable additional premium in respect of that Period of Insurance

8 Right of Recovery

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 or 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

THE GENERAL CONDITIONS OF THE POLICY SHALL NOT APPLY TO THIS SECTION OTHER THAN THOSE HEADED INSTALMENTS AND CANCELLATION

Public Liability Servicing And Sale Of Goods - Dealer Guard

(Only applicable if this section is shown as operative in the schedule)

Definitions

The Business

Those activities specified in the Schedule and

- a) the provision and management of the Insureds canteen sports social educational and welfare organizations established for the benefit of Employees
- b) the provision and management of first aid ambulance fire and security services in connection with premises occupied by the Insured
- c) ownership repair maintenance and decoration of the Insureds own property or premises occupied by the Insured
- d) maintenance and repair of vehicles, caravans and plant owned or utilised by the Insured
- e) private work by any Employee for any director partner or senior official provided such work is undertaken with the consent of the Insured

Provided that all activities are conducted at or from premises owned or occupied by the Insured within Great Britain Northern Ireland the Channel Islands or the Isle of Man

Injury

- a) bodily injury
- b) death illness or disease
- c) nervous shock
- d) wrongful arrest detention wrongful accusation of shoplifting or false imprisonment

Damage

includes loss

Property

material property

Costs and Expenses

- a) Legal costs of any claimant for which the Insured is legally liable
- b) All Solicitors fees incurred with the written consent of the Company for legal representation of the Insured at
 - i) any coroners inquest or fatal accident enquiry
 - ii) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Injury or Damage to Property
- c) all costs and expenses incurred with the written consent of the Company in respect of a claim against the Insured to which the indemnity provided under this Section applies

Limit of Indemnity

The amount specified as the Limit of Indemnity in the Schedule and the liability of the company for all compensation payable to any one claimant or number of claimants in respect of or arising out of any one occurrence or series of occurrences consequent upon and attributable to one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule but in respect of Products Supplied the Limit of Indemnity shall apply to all occurrences in any one Period of Insurance. In respect of any claim brought in the United States of America or any territory within its jurisdiction the Limit of Indemnity shall be the maximum amount payable including Costs and Expenses

Products Supplied

Products including containers packaging and Labels

- a) on which work has been completed by or on behalf of the Insured at the Insureds normal place of business or that of any party who carried out the work on behalf of the Insured
- b) products, which have been sold, supplied stored handled or transported by the Insured

provided that at the time of the event giving rise to a claim for which indemnity is provided within the terms of this Section such products are not under the custody or control of the Insured or any Employee

Territorial Limits

- a) Anywhere within Great Britain Northern Ireland the Channel Islands the Isle of Man other than Offshore
- b) member countries of the European Economic Community other than Offshore where the Insured or any Employee is temporarily engaged in the business of the Insured provided such persons are ordinarily resident in a) above
- c) elsewhere in the world other than Offshore in respect of commercial visits by Employees normally resident in a) above
- d) anywhere within member countries of the European Economic Community in connection with Products Supplied at or from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man

Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any Offshore rig or any Offshore platform and until such time of disembarkation from any conveyance onto land upon return from any Offshore rig or platform

Servicing and Sale of Goods

- a) the sale or supply of Motor Vehicles and other goods or Products Supplied including their containers and packaging
- b) the repair testing servicing maintenance alteration cleaning or inspection of any Motor Vehicle

The Cover

Persons Insured

The Company will indemnify the Insured and the legal representatives of the Insured in respect of legal liability incurred by the Insured

The Company will indemnify at the request of the Insured

- a) any director or partner of the Insured
- b) any Employee
- c) any principal for whom the Insured is carrying out a contract for the performance of work but only to the extent required by the conditions of such contract
- d) the owners of plant hired in by the Insured but only to the extent required by the conditions of hire

against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured

The Company will also indemnify at the request of the Insured

- a) any officer or member of the Insureds canteen sports social educational or welfare organisation established for the benefit of Employees
- b) any persons who provide first aid medical ambulance fire or security services in connection with premises occupied by the Insured
- c) any director partner or senior official of the Insured for whom with the consent of the Insured an Employee is undertaking private work
- d) any person driving a Motor Vehicle on the instruction of or with the permission of the Insured or any director or Employee
- e) any passenger being carried in or upon or entering or alighting from a Motor Vehicle

against legal liability arising from the provision of such services facilities or work

Provided that

- a) each of the parties indemnified under this Section shall as though they were the Insured observe fulfill and be subject to the terms exclusions and conditions contained herein or endorsed hereon insofar as they can apply
- b) the Company shall have the conduct and control of all claims
- c) if the Company is required to indemnify more than one party in respect of any occurrence the liability of the Company shall not in the aggregate exceed the Limit of Indemnity

Part 1

In the event of accidental

- a) Injury to any person
- b) Loss of or damage to Property
- c) Obstruction trespass nuisance or interference with any right of way or light or water or other easement

occurring within the Territorial Limits during the Period of Insurance and in connection with the Business the Company will indemnify the Insured in respect of all sums which the Insured shall be legally liable to pay as damage Costs and Expenses in respect of such event provided that the Company shall not be liable for any amount exceeding the Limit of Indemnity

Part 2

In the event of accidental

- a) Injury
- b) Loss of or damage to Property

arising in connection with the Servicing and Sale of Goods effected in Great Britain Northern Ireland the Channel Islands and the Isle of Man or anywhere else within the European Economic Community in the course of the Business and which occurs within the Territorial Limits during the Period of Insurance

The Company will indemnify the Insured in respect of

- a) legal liability for damages up to the Limit of Indemnity
- and

b) Costs and Expenses

provided that the maximum amount payable in respect of all occurrences during any one Period of Insurance shall not exceed the amount stated in the Schedule

Exclusions to Part 1

The Company shall not be liable in respect of

- 1) Loss of or damage to
 - a) Property belonging to or hired to the Insured
 - b) Property held in trust by or in the custody or control of the Insured or an Employee other than
 - i) directors or Employees personal effects including vehicles or their contents
 - ii) visitors Property including Motor Vehicles or their contents whilst temporarily on or about the Premises other than for repair testing servicing maintenance alteration cleaning or inspection or being stored for a fee or other consideration
- 2) Liability arising from the Servicing and Sale of Goods
- 3) Liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement unless the conduct and control of claims is vested in the Company but the Company shall not in any event provide indemnity in respect of liquidated damages or under any penalty clause
- 4) Liability resulting from the driving of any vehicle
 - a) elsewhere than in or on the Premises
 - b) on any road or public highway within the meaning of the Road Traffic Acts
- 5) Injury to the Insured or to any director or partner of the Insured or to any Employee arising out of and in the course of employment by the Insured in the Business

Exclusions to Part 2

The Company will not be liable for

- 1) Loss of or damage to
 - a) Property belonging to or hired to the Insured
 - b) Property (other than Motor Vehicles) held in trust by or in the custody or control of the Insured or an Employee
 - c) any Motor Vehicles not the Property of or belonging to the Insured in or about the premises of the Insured or any subcontractor to the Insured for repair testing servicing maintenance alteration cleaning or inspection or being stored for a fee or other consideration resulting directly or indirectly from a Defined Peril
- 2) Liability, which arises solely by virtue of an express guarantee warranty condition or indemnity given or accepted by the Insured unless liability would have attached to the Insured notwithstanding such guarantee warranty condition or indemnity
- 3) Liability caused directly by the driving of any Motor Vehicle
- 4) Servicing and Sale of Goods with the knowledge of the Insured for use in the United States of America or Canada
- 5) The cost of
 - a) replacing reinstating or repairing any goods sold or supplied by the Insured but this exclusion shall not apply to any Motor Vehicle sold or supplied by the Insured where loss or damage to such Vehicle is a direct result of work undertaken by or on behalf of the Insured
 - b) rectifying the original repair testing servicing maintenance alteration cleaning or inspection giving rise to the liability of the Insured
- 6) Injury to the Insured or to any director or partner of the Insured or to any Employee arising out of and in the course of the employment by the Insured in the Business

Extensions to Part 2 Financial Loss (Goods Sold)

Where the Insured is legally liable to pay compensation to the retail purchaser in respect of any goods sold by the Insured at or from the Premises during the Period of Insurance in connection with the Business which are not of merchantable quality or which are not fit for the purpose for which the goods were required the Company will provide indemnity against such legal liability

This indemnity will not apply to

- a) any amount exceeding £250,000 in respect of all claims or occurrences during any one Period of Insurance
- b) the first 10% of each and every claim or occurrence subject to a minimum of £500
- c) the cost of replacing reinstating repairing or recalling any goods sold
- d) legal liability for Injury or loss of or damage to Property

Efficacy Alarm and Anti-theft Devices

The liability of the Company under Part 2 of the Public Liability Servicing and Sale of Goods Section of this Policy shall not apply to damages Costs and Expenses arising directly or indirectly out of failure or inadequacy of any

- a) fire alarm
- b) theft alarm
- c) and theft device

unless such liability arises from an error or omission by the Insured in fitting or servicing such alarm or device

Clauses

Health and Safety at Work etc Act 1974 Legal Defence Costs

Irrespective of whether any person has sustained Injury the Company will with its written consent pay the costs and the expenses incurred in defending any director manager partner of the Insured or Employee in the event of such a person being prosecuted for an offence under the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or an incident resulting in an Inquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975 which arises in connection with the Business and which occurs during the Period of Insurance within Great Britain Northern Ireland the Channel Islands and the Isle of Man

The Company will also pay the costs incurred with its written consent in appealing against any judgment given

Provided that

- a) the proceedings relate to Health Safety or Welfare of persons other than Employees
- b) the indemnity granted hereunder does not
 - i) provide for the payment of fines or penalties
 - ii) apply to prosecutions, which arise out of any activity or risk excluded from this Part
 - iii) apply to prosecutions consequent upon any deliberate act or omission
 - iv) costs and expenses insured by any other policy

B) Cross Liabilities

This part shall apply separately to each Insured named in the Schedule as if a separate policy had been issued to each

Provided that if the Company is required to indemnify more than one party in respect of any occurrence the liability of the Company shall not in the aggregate exceed the Limit of Indemnity

C) Tenants Liability for Hired or Rented Premises

Where the Insured is legally liable for loss of or damage to premises (or fixtures or fittings thereof) hired or rented to the Insured for the purpose of occupancy by the Insured the Company will provide indemnity against such legal liability

This indemnity will not apply to

- a) the first £100 of such loss or damage caused other than by fire or explosion
- b) loss or damage caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by or on behalf of the Insured
- c) premises outside Great Britain Northern Ireland the Channel Islands and the Isle of Man

D) Defective Premises Act Liability

Where the Insured is legally liable for injury or loss of or damage to Property by virtue of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any premises which have been disposed of by the Insured and which prior to disposal were owned by the Insured the Company will provide such legal liability provided that the Company shall not be liable for the cost of repairing replacing or reinstating any defect giving rise to such claim or the rectification of faulty workmanship.

E) Overseas Personnel

a) Where the Insured or any partner or director of the Insured or any Employee is visiting a country outside Great Britain Northern Ireland The Channel Islands and the Isle of Man for less than six months continuously in connection with the business the Company will provide indemnity to the Insured and if the Insured so requests to

- i) any partner or director of the Insured or any Employee
- ii) any spouse or child of the Insured or of any Employee accompanying such person

against legal liability incurred in a personal capacity for Injury or loss of or damage to Property occurring during such a visit

b) Where the Insured is an individual the indemnity also applies to the Insured within Great Britain Northern Ireland The Channel Islands and the Isle of Man

This Indemnity will not apply to legal liability

- a) arising from any agreement or contract unless such liability would have existed otherwise
- b) arising out of the ownership or occupation of land or buildings
- c) arising from the carrying on of any trade or profession
- d) where indemnity is provided by any other insurance
- e) arising from the ownership possession or use of wild animals firearms (other than sporting guns) mechanically propelled vehicles aircraft or watercraft

F) Data Protection

The Company will indemnify the Insured in respect of liability arising under the Data Protection Act 1998 to pay compensation for damages or distress

Provided that

- a) the process of registration under the above Act has been commenced or completed by the Insured and the application has not been refused or withdrawn
- b) no liability arises as a result of the provision by the Insured of the services of a Data Processor

The Company shall not be liable in respect of

- a) the recording or provision of data for reward or for determining the financial status of any person
- b) any liability which arises as a result of a deliberate act or omission by the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

The total liability of the Company including all costs and expenses shall not exceed £250,000 during any one Period of Insurance

For the purposes of this extension the phrases or words Data Processor and Data shall carry the same meaning as defined under the Data Protection Act 1998

G) Consumer Protection Act and Food Safety Act

The Company will indemnify the Insured and if the Insured so requests any director or partner of the Insured or Employee in respect of legal costs and expenses incurred with the Company's written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part ii of the Consumer Protection Act 1987 or of Part ii of the Food Safety (Northern Ireland) Order 1991

Provided that

- a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Insureds Business
- b) the indemnity will not apply
 - i) to fines or penalties of any kind
 - ii) where indemnity is provided by any other insurance
 - iii) to proceedings consequent upon any deliberate act or omission

H) Loss of Use

The Company will indemnify the Insured in respect of legal liability for any consequential loss directly arising from loss of or damage to any Motor Vehicle (not the property of or belonging or hired to the Insured) whilst temporarily in the custody and/or control of the Insured for the purposes of repair testing servicing maintenance alteration cleaning or inspection provided that such loss or damage results from a Defined Peril and is the subject of a valid claim for indemnity under the Property or Road Risks Sections of this Policy

Provided that

- a) the maximum amount payable in respect of any one occurrence shall not exceed £500 or a maximum of £10,000 in any one Period of Insurance in respect of all occurrences
- b) the indemnity will not apply to
 - i) any fines or penalties of any kind
 - ii) liability arising from any agreement or contract unless such liability would have existed otherwise

General Exclusions (applicable to Parts 1 & 2)

1 The Company shall not be liable in respect of

- A) Injury sustained by any Employee arising out of and in the course of his employment by the Insured
- B) Loss or damage to Property owned by the Insured or leased rented let or hired to the Insured
- C) Loss of damage to or the cost of removing reinstating replacing or testifying of any Products Supplied
- D) The cost of recalling altering or making refunds in respect of Products Supplied
- E) Advice design or specification provided separately for a fee or under a separate contract
- F) Servicing and Sale of Goods including Servicing and Sale of Goods prior to the inception of this Section which the Insured knows or could have reasonably been expected to know would be supplied to or used within
 - a) the United States of America or Canada
 - b) craft designed to travel through the air or space
 - c) watercraft nuclear installations petrochemical installations computers or process control equipment or offshore structures or installations
- G) any work in or on an aircraft
- H) any work in or on airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access

I) the ownership possession or use by or on behalf of the Insured of any

- i) aircraft
- ii) watercraft
- J) punitive, exemplary and/or vindictive damages

2 This Section excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident, which takes place in its entirety at a specific time and place during the Period of Insurance

All Pollution or Contamination, which arises out of one incident, shall be deemed to have occurred at the time such incident takes place

The Liability of the Company for all compensation payable in respect of all Pollution or Contamination, which is deemed to have occurred during the Period of Insurance shall not exceed the Limit of Indemnity in the aggregate

For the Purpose of this Exclusion 'Pollution or Contamination' shall be deemed to mean

- a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- b) all loss or damage or injury directly or indirectly caused by such pollution or contamination

Fire Precautions Condition

It is a condition precedent to liability under this Section that in respect of use away from the Insureds premises of blow lamps blow torches flame guns hot air guns electric oxyacetylene or other welding or cutting equipment and angle grinders (in circumstances where sparks are emitted) the undernoted precautions will be complied with on each occasion -

Blow lamps blow torches and flame guns

- i) the area in which work is to be carried out to be examined and combustible Property within the vicinity of the work either removed or as far as practicable covered by non-combustible materials
- ii) suitable fire extinguishing appliances to be kept available for immediate use at the point of work or as near as is practicable
- iii) blow lamps blow torches and flame guns not be lighted until required for use and extinguished immediately after use
- iv) lighted blow lamps blow torches and flame guns not to be left unattended
- v) hot air guns to be switched off when unattended
- vi) upon completion of each period of work a thorough fire safety check to be made of the vicinity of the work

The fire safety check to be undertaken at regular intervals for a period of at least one hour after completion

Electric oxy-acetylene or other welding or cutting equipment and angle grinders

- i) the area in which the work is to be carried out including adjoining shafts or openings and the area on the other side of any wall or partition to be inspected to see whether any combustible Property other than the Property to be worked upon is in danger of ignition either directly or by conduction of heat
- ii) all combustible Property to be removed to a distance of not less than 6 metres from the point of work and Property which cannot be moved to be covered and fully protected by overlapping sheets of noncombustible material or equivalent protection
- iii) the Insured shall arrange for a person who is competent in the use of fire extinguishing appliances to work in conjunction with the operative using the equipment to act as a firewatcher and to remain in attendance at all times until lighted flame equipment is extinguished
- iv) suitable fire extinguishing appliances to be made available for immediate use at the point of work

v) gas cylinders not in use to be kept outside the building in which the work is taking place where practicable but in any event at least 15 metres from the point of application of the heat

vi) upon completion of each period of work a thorough fire safety check to be made of all areas referred to in paragraph (i) above

The fire safety check to be undertaken at regular intervals for a period of at least one hour after completion

Special Conditions

1 Observance of Terms

It is a condition precedent to any liability on the part of the Company under this Section that the terms hereof so far as they relate to anything to be done or complied with by the Insured be duly and faithfully observed

2 Material Facts

The Insured shall give immediate notice to the Company of any alteration in risk, which materially affects this insurance

3 Reasonable Precautions

The Insured shall

- a) take all reasonable precautions to prevent occurrences, which may give rise to liability under this Section
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c) forthwith make good or remedy any defect or danger, which becomes apparent or take such additional precautions as the circumstances may require

4 Notification of Claims

In the event of any occurrence, which may give, rise to a claim under this Section the Insured shall immediately

- a) give written notice with full particulars to the Company
- b) forward to the Company upon receipt every letter claim writ summons or process
- c) notify the Company of any knowledge of impending prosecution inquest fatal accident or ministry inquiry

5 Claims Control

- a) no admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company
- b) the Company shall be entitled to take over the conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise
- c) the Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- d) the Insured shall give all information and assistance the Company may require

6 Discharge of Liability

The Company may pay the Limit of Indemnity or any lesser sum for which any claim or claims against the Insured can be settled and the Company shall be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment

7 Other Insurances

The Company will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected

8 Premium Adjustment

If any part of the premium has been calculated on estimates the Insured shall within one month from the expiry of each Period of Insurance furnish such particulars and information as the Company may require and shall at the request of the Company provide an auditors certificate in support thereof

The premium for such period shall then be adjusted subject to the Company retaining 75% of the premium paid for the Period of Insurance which corresponds to the period which is being adjusted Should the Insured fail to supply such particulars the Company shall be entitled to charge a reasonable additional premium in respect of that Period of Insurance

9 Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by the Insured or by anyone acting on their behalf to obtain any benefit under this Policy all benefit under this Policy shall be forfeited

THE GENERAL CONDITIONS OF THE POLICY SHALL NOT APPLY TO THIS SECTION OTHER THAN THOSE HEADED INSTALMENTS AND CANCELLATION

Road Risks Section - Dealer Guard

(Only applicable if this section is shown as operative in the schedule)

Definitions

The following words have specific meaning in this Sections as defined below:

Motor Vehicle

1 For the purpose of this insurance the expression 'Motor Vehicle' shall mean any motor vehicle described in the effective Certificate of Insurance, which is:

- a) the property of and/or registered to the Insured(s)
- b) the property of and/or registered to any Principal Partner or Director of the Insured(s) or their legally married Spouses or their Civil Partners
- c) in the custody or control of the Insured(s) in connection with their business in the Caravan and Motorhome industry
- d) a private car, motorcycle or goods vehicle under 4 ton plated weight being used for social domestic and pleasure purposes by any Principal Partner or Director of the Insured excluding
 - i) steam driven vehicles
 - ii) vehicles capable whether or not a trailer is attached of carrying more than two Motorhomes/Caravans and being used for the transport/recovery/delivery of vehicles
 - iii) vehicles being used for the carriage of goods for hire or reward
 - iv) vehicles being used for the carriage of passengers for hire or reward
 - v) vehicles being used for self-drive hire
 - vi) vehicles hired by the Insured under hire purchase agreement to any Partner or Director or employee of the Insured unless the vehicle is in the custody or control of the Insured for sale repair testing servicing maintenance alteration cleaning or inspection
 - vii) vehicles loaned or hired from the Insured under sponsorship arrangements

2 Any disabled motor vehicle and/or trailer attached or temporarily detached in the course of transit to a vehicle described in sub-section 1 above

3 Any vehicle and/or trailer whilst being conveyed on a vehicle or trailer described in sub-sections 1 or 2 above

Inexperienced

Any person who holds

a) a provisional licence

or

b) a full licence for less than 12 months

or

c) a licence issued outside Great Britain Northern Ireland the Isle of Man or the Channel Islands for less than 2 years

Territorial Limits

Indemnity under this Section of the Policy operates in respect of events occurring during the Period of Insurance in Great Britain Northern Ireland and the Republic of Ireland the Isle of Man the Channel Islands or in the course of transit by sea between any ports therein except that the Company will not be liable in respect of any claim arising while the Motor Vehicle is in or about

a) any business premises owned by or in the occupation of the Insured or of any Principal Partner Director or employee of the Insured

b) any other place at which the Insured or any Principal Partner Director or employee of the Insured is carrying on Caravan and Motorhome industry activities other than a road or public highway within the meaning of the Road Traffic Acts unless the Motor Vehicle is temporarily on such premises during the course of a journey

Part 1 - Loss Of Damage

1 Loss or Damage

The Company will indemnify the Insured against loss of or damage to the Motor Vehicle or its accessories or spare parts while thereon by any cause not specified in sub-section 2 below or in the Exclusions to this Part

2 Fire and Theft

The Company will indemnify the Insured against

- a) loss of or damage to the Motor Vehicle or its accessories or spare parts while thereon by fire self-ignition lightning or explosion
- b) loss of or damage to the Motor Vehicle or its accessories or spare parts while thereon by theft or attempted theft

Clauses Applicable To Part 1

1 Claims Settlement

The Company may at its own option repair reinstate or replace the Motor Vehicle or any part thereof or its accessories or spare parts or may pay in cash the amount of the loss or damage

The maximum amount payable by the Company in respect of any claim for loss or damage will be the market value immediately prior to such loss or damage not exceeding the Limit of Indemnity stated in the Schedule or in any Endorsement applicable unless the Insured is entitled to claim for a replacement vehicle as described below

2 Replacement Vehicle

If during the period of 12 months after the date of the first registration as new of a private car or van or Motorhome or caravan up to 6 ton gross weight purchased and registered in the name of the Insured

- a) such vehicle is lost by theft other than from any of the business premises of the Insured

or

- b) damaged while being driven by the Insured or any person permitted to drive by the effective certificate of insurance and the trade cost of repairs exceeds 60% of the manufacturer's list price (including tax) at the time of the claim

the Company will, if the Insured and anyone else known to have an interest in such vehicle/motorhome/caravan agree, replace it with a new one of the same make and model provided one is available. If a replacement vehicle of the same make and model is not available the most the Company will pay is the market value of such vehicle/motorhome/caravan and any permanently fitted accessories and spare parts immediately prior to the loss or damage giving rise to the claim

3 Protection and Removal

If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairers. The Company will also pay the reasonable cost of delivery to the Insured after repair of such loss or damage not exceeding the reasonable cost of transport to the address of the Insured as last advised

4 Vehicle Repair Compensation

If a vehicle, Motorhome or caravan held for sale by the Policyholder is damaged to the extent that it necessitates

- a) a declaration to a prospective purchaser and
- b) a discount to effect a sale the Insurers will consider such discount as forming part of the claim. Provided that
 - i) cover in the Schedule is shown to be Comprehensive
 - ii) the Insurers have agreed the level of discount necessary to effect the sale and
 - iii) the total payment will be limited to a maximum of £5,000 per vehicle

Exclusions To Part 1

The Company will not be liable for

1 The following Excesses in respect of loss or damage occurring while the Motor Vehicle is being driven by or is in the charge of for the purpose of being driven by any person who is

a) 17 to 20 years of age £200

b) 21 to 24 years of age £100

Where such person is deemed to be Inexperienced the Excesses are increased to the amounts shown below

c) 17 to 20 years of age £250

d) 21 to 24 years of age £150

e) 25 years of age or over £100

These Excesses will not apply in respect of loss or damage by fire self-ignition lightning explosion theft or attempted theft or where the only damage sustained by the Motor Vehicle is breakage of glass in the windscreen or windows (or any scratching of bodywork resulting solely and directly from such breakage)

2 Loss of use depreciation wear and tear mechanical electronic or electrical breakdowns failures or breakages

3 Damage to tyres by the application of brakes or by punctures cuts or bursts

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

5 Loss or damage arising during or in the Consequence of

a) earthquake

or

b) riot or civil commotion occurring elsewhere than in England Scotland Wales the Isle of Man or the Channel Islands unless it is proved by the Insured that the loss or damage was not occasioned thereby

6 Loss or damage occasioned by any malicious act or by theft or any attempt thereat caused by or in any way brought about by any employee of the Insured

7 Loss or damage through deception by someone pretending to be a buyer or that person's agent

Part 2 - Liability To Third Parties

1 Indemnity to the Insured

The Company will indemnify the Insured against liability at law for damages and claimant's costs and expenses and all costs and expenses incurred with its written consent in respect of

a) death of or bodily injury to any person (including passengers)

and

b) damage to property where such death injury or damage arises out of an accident caused by or in connection with the Motor Vehicle or in connection with the loading or unloading of the Motor Vehicle

2 Indemnity to Other Persons

The Company will in the terms of sub section 1 of this Part indemnify

a) any person driving the Motor Vehicle on the order or with the permission of the Insured provided that such person is permitted to drive by the effective Certificate of Motor Insurance

b) any person using (but not driving) the Motor Vehicle with the permission of the Insured for social domestic and pleasure purposes provided that such use is permitted by the effective Certificate of Motor Insurance

c) at the request of the Insured any person (other than the person driving) in on or mounting into or dismounting from the Motor Vehicle

3 Legal Defence Costs

In respect of any event, which may be the subject of indemnity under this Part, the Company will pay

- a) the Solicitor's fees for representation at any coroner's inquest or fatal accident inquiry or Court of Summary Jurisdiction
- b) the cost of legal services for defence in the event of proceedings being

taken for manslaughter or causing death by reckless driving

4 Indemnity to Personal Representatives

In the event of the death of any person entitled to indemnity under this Part the Company will in respect of the liability incurred by such person indemnify their legal personal representatives in the terms of and subject to the limitations which applied to such person

5 Emergency Treatment Fees

The Company will indemnify any person using the Motor Vehicle in respect of which indemnity is provided by this Policy against liability under the Road Traffic Acts to pay for emergency treatment of injuries caused by or arising out of the use of such vehicle in any territory to which any of such Acts apply

6 Application of Limits of Indemnity

In the event of any accident involving indemnity to more than one person any limitation by the terms of this Policy of the amount of any indemnity will apply to the aggregate amount of indemnity to all persons indemnified and such indemnity will apply in priority to the Insured

7 Cross Liabilities

Where there is more than one party named as the Insured in the Schedule this Part will apply as if a separate policy had been issued to each party and the Company agrees to waive all rights of subrogation against any of these parties provided that the total amount payable in respect of all claims does not exceed any limit of indemnity stated in the Policy

8 Property Damage Limitations

The indemnity against liability for damage to property is limited in respect of any one claim or number of claims arising out of one cause to £5,000,000

Exclusions to Part 2

The Company will not be liable

- 1 In respect of death injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to the Motor Vehicle for loading thereon or the taking away of load from the Motor Vehicle after unloading therefrom by any person other than the driver or attendant of the Motor Vehicle
- 2 In respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this Part except where it is necessary to meet the requirements of the Road Traffic Acts
- 3 Under sub section 2(a) of the Part unless the person driving holds a licence to drive the Motor Vehicle or has held and is not disqualified from holding or obtaining such a licence
- 4 Under sub section 2(b) or 2(c) of this Part if to the knowledge of the person claiming to be indemnified the person driving does not hold a licence to drive the Motor Vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- 5 Under sub section 2, 3 or 4 of this Part to indemnify any person
 - a) unless such person shall observe fulfill and be subject to the Terms Exclusions and Conditions of this Policy insofar as they can apply
 - b) if such person is entitled to indemnity under any other Policy
- 6 In respect of loss or damage to property belonging to or held in trust by or in the custody or control of the person claiming to be indemnified under this Part or damage to property being conveyed by the Motor Vehicle
- 7 In respect of loss of or damage to the Motor Vehicle in connection with which indemnity is provided by this Part
- 8 In respect of death injury or damage (except so far as is necessary to meet the requirements of the Road Traffic Acts) caused by or arising out of the operation as a tool of the Motor Vehicle or of any plant forming part thereof or attached thereto unless such operation is a necessary requirement in the process of overhaul upkeep or repair

Standard Clauses

A European Union Cover Extension

The cover provided under this Section as shown on the Policy Schedule is automatically extended to provide indemnity whilst a Motor Vehicle is being used in any country which is a full member of the European Union or is in transit by sea between any port therein

B European Union Compulsory Insurance

This Policy is extended in respect of the use of the Motor Vehicle to give the minimum indemnity required to comply with the laws relating to the compulsory insurance of motor vehicles in any country which is a member of the European Union and any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the E.C. directive on insurance of civil liabilities arising from the use of motor vehicles (Number 72/166/CEE)

C Foreign Use Extension

Provided that notice of an intended journey abroad has been given to the Company and any required additional premium is paid this Policy will apply while the Motor Vehicle is

- a) in any country in respect of which the Company has agreed to provide cover for the period advised
- b) in transit by air or sea (including transit by hovercraft) by any recognised route between places in such countries (including processes of loading and unloading incidental to such transit)

During such period the Company will

- a) indemnify the Insured against General Average Contributions Salvage Charges and Sue and Labour Charges incurred during such transit
- b) indemnify the Insured against liability for the enforced payment of customs duty after temporary importation of the Motor Vehicle into any such country provided that such liability arises as a direct result of a claim as insured under this Policy
- c) subject to the issue of Evidence of Insurance (Bail Bond) provide a guarantee or deposit of up to £1,000 if the Insured or any person driving on the order or with the permission of the Insured is detained by the competent Spanish Authorities or the Motor Vehicle is impounded as a result of an accident, which may result in a claim under this Policy

Provided that

- i) a guarantee or deposit is required by the competent Spanish Authorities for the release of such person or the Motor Vehicle
- ii) the accident and requirement to provide a guarantee or deposit occurred during the currency of the Bail Bond

When the guarantee is released or the deposit becomes recoverable the Insured must give all assistance to obtain the cancellation of the guarantee in return of the deposit

If the guarantee or deposit is wholly or partly forfeited or taken for the payment of fines or costs the Insured must repay the corresponding amount to the Company without delay

D Avoidance of Certain Terms and Rights of Recovery

Nothing in this Policy will affect the right of any person indemnified by this Policy or of any other person to recover an amount under or by virtue of the provisions of the law of any territory in which the Policy operates relating to the insurance of liability to Third Parties

However 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

E No Claims Discount

In the event of no claim being made under this Policy during a Period of Insurance immediately preceding renewal of this Policy the renewal premium will be reduced in accordance with our current scale of No Claims Discount

If after maximum reduction has been allowed not more than one claim is made in any one Period of Insurance at the next renewal following the claim the No Claims Discount entitlement shall reduce by two scale years

Where a reduction of less than two scale years has been allowed the No Claims Discount shall revert to Nil

No Claims Discount is not transferable

General Exclusions Applicable To This Section

Driving and Use of the Motor Vehicle

The Company will not be liable in respect of any liability injury loss or damage occurring while the Motor Vehicle is

- a) being used otherwise than in accordance with the 'Limitations as to Use' Section of the effective Certificate of Insurance or is engaged in racing pacemaking reliability trial or speed testing or is towing any trailer or disabled vehicle otherwise than in accordance with the law
- b) being used for the conveyance of passengers for hire or reward
- c) being driven by or in the charge of any person other than as described under the 'Persons or Classes of Person entitled to Drive' Section of the effective Certificate of Insurance
- d) being driven by the Insured unless such person holds a licence to drive the Motor Vehicle or has held and is not disqualified from holding or obtaining such a licence
- e) being driven with the general consent of the Insured or of the Insured's representative by any person who to the knowledge of the Insured or of such representative does not hold a licence to drive the Motor Vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- f) being used in the parts of any airport or aerodrome to which aircraft have access

Terrorism Exclusion

The Company will not provide cover under Part 2 for any loss of or damage to property or any consequential loss or legal liability directly or indirectly caused by contributed to by or arising from terrorism or any action taken in controlling preventing suppressing or in any way relating to terrorism

However we will provide the minimum cover you need under the Road Traffic Act

For the purpose of this Exclusion 'terrorism' means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm or whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes

General Provisions applicable to this Section

Conditions

1 Motor Vehicle

When an accident loss or damage occurs the Insured and any other person indemnified by this Policy should:

- a) advise the Company in writing giving full details as soon as possible and complete the appropriate Report Form
- b) send to the Company unanswered every letter claim writ or summons immediately it is received
- c) give any assistance and information the Company may require

The Insured should not make any admission offer promise or payment without the written consent of the Company

2 Claims Control

When an accident loss or damage occurs the Company may take over and deal with the defence or settlement of any claim in the name of anyone claiming cover under this Policy

3 Cancellation Procedure

Refer to Your General Policy Terms and Conditions

4 Other Insurance

If at any time a claim arises under this Policy there is another policy in force covering the same liability loss or damage the Company shall not be liable to pay more than its rateable proportion of such a claim except as otherwise stated in this Policy

5 Reasonable Precautions

The Insured must take all reasonable steps to protect the Motor Vehicle and keep it in a roadworthy condition. The Company shall have free access to examine the Motor Vehicle at any reasonable time

6 Discharge of Liability

In connection with any one claim or number of claims arising out of one cause for indemnity against liability in respect of damage to property the Company may at any time pay to the Insured the amount of the indemnity provided by this Policy (after the deduction of any sum already paid) or any less amount for which a claim can be settled and shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment

7 Arbitration

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

8 Observance of Policy Terms

The Company shall only provide the insurance described in this Policy if

- a) the statements made and information given in the Dealer Guard Fact Find or Statement of Fact and Declaration which form the basis of this contract are complete and correct to the best of the Insured's knowledge and belief
- b) all its Terms Limitations Provisions and Conditions have been complied with

9 Premium Instalment Plan

Where the premium for this Policy is payable by instalments it is a condition precedent to the Company's liability that each instalment shall be paid when due otherwise all benefit under the Policy shall be forfeit and the Policy shall be cancelled from the date when any unpaid instalment was due and the Insured shall surrender forthwith to the Company any effective Certificate(s) of Insurance

10 Motor Insurance Database

The Insurer will add Your basic Policy details onto the Motor Insurance Database (MID) run by the Motor Insurers Information Centre (MIIC). It will be Your responsibility to add and maintain vehicles as required by law - see Condition 11. The MID may be consulted by:

- a) the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime
- b) other UK insurers the Motor Insurers' Bureau and MIIC may search the MID to ascertain relevant policy information if you have been involved in an accident in the UK or abroad

c) the DVLA and DVLNI for the purposes of Electronic Vehicle Licensing

d) Persons pursuing a claim in respect of a motor traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID

You should show this notice to anyone insured to drive the vehicle(s) under this Policy

You can find out more about the Motor Insurance Database and its use by contacting AXA or at www.miiic.org.uk

11. Failure to maintain the Motor Insurance Database

It is Your responsibility to maintain Your vehicle details on the Motor Insurance Database (MID). You should update the MID immediately upon any changes additions or deletions to Your vehicles. The vehicles that You are legally obliged to include on the MID are:

- i) Vehicles that are registered for road use and licensed by You
- ii) Vehicles that will be in Your possession for a period of 15 days or more and You intend to drive on a public road under its own registration mark
- iii) trade plates

The impact upon You for failing to maintain Your vehicle details on the MID is that You may be liable for a fine of up to £5,000 for failing to comply with a Road Traffic Act obligation

Goods In Transit – Own Goods Section

Only applicable if this section is shown as operative in the Schedule

1. Definitions

Wherever the following words and phrases appear in this Section they will always have these meanings

Any One Event

Any one occurrence or series of occurrences attributable to one original cause

Enclosed Premises

A locked building or a compound bounded on each side by a substantial wall fence or similar structure and having a locked gate

Excess

The amount for which the Insured is responsible as the first part of each claim or incident

Property

Goods and tools belonging to the Insured or for which the Insured is responsible relating to the business shown in the Schedule to this Section except for any goods specifically excluded by this Section

Territorial Limits

Anywhere including the sea crossings in or between England Wales Scotland Northern Ireland the Channel Islands the Isle of Man and Eire

Vehicle

Motor vehicle articulated vehicle trailer semi-trailer

Vehicle Sum Insured

The maximum the Company will pay in respect of property on any one Vehicle

2. Indemnity

The Company agrees subject to the terms contained herein or endorsed hereon to indemnify the Insured against

Loss of or damage to property in transit within the territorial limits whilst carried by the means of conveyance shown in the Schedule to this Section

Cover commences when the property is lifted by the Insured or the Insureds employees immediately prior to loading and continues until the property is placed in position (excluding erection dismantling or installation) by the Insured or the Insureds employees at destination including loading and unloading

Expenses

The Company will pay expenses reasonably incurred by the Insured in

- a) the removal of debris and site clearance of Property damaged whilst in transit from the immediate area of the site where the damage occurred
- b) transferring Property to any other Vehicle following fire collision overturning or impact of the conveying Vehicle including carrying the Property to original destination or to place of collection
- c) reloading onto the Vehicle any Property which has fallen from the Vehicle
- d) resecuring the Property where there is dangerous movement of the load in transit

Ropes and Sheets

The Company will pay for loss or damage (excluding wear and tear) to tarpaulins sheets trailer curtains ropes chains webbing straps and packing materials, which belong to the Insured or for which the Insured is responsible whilst carried on any Vehicle described in the Schedule to this Section

Reinstatement of Sum Insured

The Company will automatically reinstate the Vehicle Sum Insured shown in the Schedule to this Section from the date of any loss unless written notice to the contrary is given by the Company. The Insured may be required to pay extra premium and if the loss has resulted from theft the Company may require the Insured to fit additional protective devices to the Vehicle

Temporary Vehicle Substitution

If the Insureds Vehicles are individually specified in the Schedule to this Section the Company will insure property carried in any similar road Vehicle subject to the Section terms and security requirements when the Insureds own Vehicle is out of use undergoing repair maintenance or testing

Temporary Cover for Fleet Additions

If the Insureds Vehicles are individually specified in the Schedule to this Section subject to the Section terms the Company will insure Property carried in any road Vehicle the Insured operates which is to be added on a permanent basis to the fleet but is not included in the Schedule to this Section provided that

a) after fourteen days from the date the Insured takes custody or control of the Vehicle cover shall cease unless during this period terms have been mutually agreed between the Company and the Insured

b) a Vehicle Sum Insured of £2,000 will apply

Personal Effects

In the event of the payment of a claim under this Section for Property the Company will pay up to £100 for loss of or damage to drivers personal effects (excluding wear and tear) whilst they are in Vehicles operated by the Insured but the Company will not pay for audio/visual/telecommunications equipment or clothing watches and jewellery whilst being worn

The maximum the Company will pay under this Section including any extensions for any one event shall be the amount shown in the schedule as the limit one event

3. Extensions

These only apply if shown in the Schedule to this Section

1. Travellers Samples

The Company agrees to indemnify the Insured against loss of or damage to travelers samples relating to the business shown in the Schedule to this Section

2. Stockroom and Hotel

The Company agrees to indemnify the Insured against loss of or damage to property or travelers samples whilst temporarily removed from the Vehicle and kept in a stockroom hotel or private dwelling house provided that they remain in the custody and control of the Insured or the Insureds employees

3. Livestock

The Company will indemnify the Insured against death loss of or injury to livestock whilst being loaded onto carried by or unloaded from any Vehicle described in the Schedule to this Section anywhere in Great Britain by either

a) fire

or

b) accidental means

or

c) theft

Loading starts as the animal mounts the ramp and unloading finishes as the animal leaves the ramp

Additional Conditions

- i) any Vehicle used must be constructed specifically for the safe carriage of livestock
- ii) the loading and unloading operations must be done under adequate supervision and by means of a specially constructed ramp

The Company will pay up to £500 for any one animal

The exclusion of living creatures in Exception 2a) does not apply to livestock

4. Property on Approval with Customers

The Company agrees to indemnify the Insured against loss of or damage to property whilst on customers premises on approval excluding loss or damage whilst in use

The Company will pay up to £20,000 under this extension for any one event

5. Property on Demonstration

The Company agrees to indemnify the Insured against loss of or damage to property whilst on any premises for demonstration purposes excluding loss or damage caused during the demonstration itself The Company will pay up to £20,000 under this extension for any one event

6. Exhibitions

The Company agrees to indemnify the Insured against loss of or damage to property and stands belonging to the Insured or for which the Insured is responsible whilst at exhibitions

but excluding

- i) loss or damage due to atmospheric climatic or weather conditions of any kind or due to flood
- ii) loss or damage to machinery due to its own running or operation
- iii) breakage of china glass or scientific instruments or any other property of a brittle or fragile nature unless resulting from fire

7. Stock in transit

With regard to stock of Motorhomes/Caravans cover is provided whilst in transit by road rail air and sea including loading and unloading anywhere in Great Britain Northern Ireland the Republic of Ireland the Channel Islands and the Isle of Man provided the liability of the Company for any one loss shall not exceed £30,000 in respect of touring caravans and £100,000 in respect of Motorhomes.

4. General Exclusions

These exclusions apply to the whole Section

1. This Section does not cover any loss or damage to property directly or indirectly caused by or arising from
 - a) pressure waves caused by aircraft or other aerial devices
 - b) delay
2. This Section does not cover
 - a) loss of or damage to money securities for money (which includes certificates of bond stock certificates bills of exchange or promissory notes) stamps watches precious stones jewellery bullion or loss of or injury to living creatures
 - b) any indirect or consequential loss
 - c) natural deterioration

d) the deterioration of property conveyed in frozen chilled or insulated condition due to

- i) faulty stowage
- ii) incorrect setting or operation of the equipment
- iii) variations in temperature

unless directly caused by fire accident (but not breakdown) to the conveying Vehicle theft or attempted theft

3. Loss destruction or damage occasioned by war or invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion insurrection or military or usurped power
4. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
5. Loss destruction or damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
 - a) civil commotion
 - b) TERRORISM

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

In any action suit or other proceedings where the Company alleges that by reason of this definition any loss destruction or damage is not covered by this Section the burden of proving that such loss destruction or damage is covered shall be upon the Insured

5. Special Conditions

1. The Insureds Duty Of Care

The Insured must take all reasonable care to prevent/minimise loss or damage to Property If the Vehicle(s) is/are left unattended the Insured must ensure that all doors and the boot are securely locked and windows and other openings are securely closed

The Insured must also take reasonable care when selecting employees

2. Average

If at the time of any loss or damage the total value of the Property on the conveying Vehicle to which this insurance relates shall exceed the sum insured in respect of such Property on such Vehicle then the Insured shall be deemed his/her own Insurer for the difference and shall bear a proportional share of the loss or damage accordingly This will be the amount that the Vehicle Sum Insured bears as a proportion to the value of the Property

3. Premium Adjustment

The Company collects a deposit premium from the Insured based on estimates the Insured supplies as shown in the Schedule to this Section The Insured has to provide a declaration of the actual figures for the last period of insurance as soon as possible after that period has ended The actual premium for the period is then calculated

6. Claims Conditions and Procedure

It is a condition of this Section that the Insured complies with the following requirements

1. Notification of Claims

In the event of any occurrence which may give rise to a claim under this Section the Insured shall immediately

- a) give written notice with full particulars to the Company
- b) forward to the Company upon receipt every letter claim writ or process
- c) tell the police if there has been a theft attempted theft or criminal damage

2. Claims Control

- a) No admission offer promise payment or indemnity shall be made or given by the Insured or on the Insureds behalf without the written consent of the Company
- b) The Company shall be entitled to take over and conduct in the Insureds name the defence or settlement of any claim or to prosecute in the Insureds name at the Companys own expense and for the Companys benefit any claims for indemnity or damages or otherwise
- c) The Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- d) The Insured shall give all information and assistance that the Company may require
- e) The Company have the right to take possession of Property insured under this Section which is affected by a claim The Insured cannot abandon Property to the Company

3. Basis of Claims settlement

This will normally be a payment in money but the Company has the option to repair replace or reinstate Property lost or damaged

In the event of loss or damage to any part of a machine which when complete for sale or use consists of several parts the Company will only pay for the value of the part actually lost or damaged including any replacement charges

7. Special Clauses

Only in force if shown in the Schedule to this Section

Reference Letter

A. Overnight Theft Restriction

This section does not cover theft or attempted theft from any unattended Vehicle between 9 p.m. and 6 a.m. unless it is secured at all points of access and is garaged within enclosed premises which are securely locked or have a watchman in constant attendance It will be up to the Insured to prove that any theft or attempted theft occurred before 9 p.m. or after 6 a.m.

B. Forcible Entry to Vehicle Restriction

This Section does not cover theft or attempted theft from any unattended Vehicle unless there are outward signs of forced entry to the Vehicle

C. Immobiliser Requirement

The Insured must ensure that all Vehicles are fitted with a key operated immobilizer approved by the Company and that whenever the Vehicles are left unattended the immobiliser is put into operation

D. Alarm Requirement

The Insured must have all Vehicles fitted with an alarm system approved by the Company The alarm system must always be switched on and operational when the Vehicles are left unattended The Insured must have the alarm system regularly serviced and maintained by a qualified person approved by the Company The Insured must not make any alterations to the alarm system without the Companys agreement

E. Never Left Unattended Requirement

When Vehicles are carrying Property the Insured must ensure that they will not be left unattended and will always be guarded by the Insured or a responsible able bodied adult

F. Exclusion of Overnight Theft Cover

This Section does not cover theft or attempted theft from any unattended Vehicle between 9 p.m. and 6 a.m. It will be up to the Insured to prove that any theft or attempted theft occurred before 9 p.m. or after 6 a.m

G. Exclusion of Theft Cover in London

This Section does not cover theft or attempted theft which occurs within the perimeter of the M25

Money Section

(Only applicable if this section is shown as operative in the schedule)

Part 1 – Money

Definitions

Wherever the following words and phrases appear in Part 1 of this Section they will have these meanings

Money

Cash bank and currency notes cheques postal orders money orders crossed bankers drafts current postage stamps unused units in franking machines National Savings stamps and Certificates National Insurance stamps Trading stamps Gift tokens Customer redemption vouchers VAT purchase receipts Credit Company sales vouchers credit card counterfoils travellers tickets phone cards (excluding phone cards held in stock for resale) and insofar as such are not otherwise insured Holidays-with-pay stamps and Luncheon Vouchers.

Business Hours

The Insureds usual office hours and the working hours (including overtime) during which the Insured or his employees entrusted with Money are on the Insureds premises or sites of contracts for the purposes of the Business

Premises

Any premises occupied by the Insured for the purposes of the Business including any sites of contracts

Indemnity

The Company shall

1. indemnify the Insured against
 - a) loss of Money appertaining to the Business occurring whilst
 - i) in transit
 - ii) at any of the Insureds Premises
 - iii) in night safe at a bank
 - iv) at the residence of any principal or authorised employee of the Insured

- b) loss of or damage to safes and strongrooms resulting from theft of money or any attempt thereat

anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man up to the Limits of Liability stated in the Schedule to this Section subject to the limit any one loss of crossed cheques crossed postal orders crossed money orders crossed bankers drafts National Savings Certificates Credit Company sales vouchers or receipts National Insurance stamps affixed to cards and VAT purchase receipts being £250,000

2. pay for loss of or damage to clothing and personal effects belonging to the Insured or any employee of the Insured caused by robbery or attempt thereat occurring in the course of the Business subject to a limit of £250 in respect of any one person

Exceptions

Part 1 shall not indemnify the Insured against

- a) the first £250 of each and every loss
- b) loss from unattended motor vehicles
- c) loss arising from fraud or dishonesty of the Insureds employees unless such loss be discovered within fourteen clear working days of the occurrence
- d) loss due to clerical or accounting errors
- e) loss insured (or which would but for the existence of this Section be insured) by any Fidelity Guarantee or Theft Policy except for the excess of any amount recoverable (or which would but for the existence of this Section be recoverable) thereunder

Security Warranty

Whenever Money in transit exceeds £2,500 at any one time it is warranted that

- a) the Money will be accompanied by not less than two responsible adult persons
- b) not more than the amount shown in the Schedule will be carried by any one person

Security of Keys to Safes – Your attention is drawn to Special Condition 3

Part 2 – Personal Accident – Assault

Indemnity

If any principal or employee of the insured within the age limits of 16 and 70 years inclusive (hereinafter called the Insured Person) shall suffer bodily injury sustained as the result of

- a) robbery or attempted robbery or
- b) hold-up or attempted hold-up

in the course of the Business (which injury shall be the sole and direct cause of death or disablement as described in the Table of Compensations) the Company will pay the Insured in trust for the Insured Person or in the event of death for the personal representatives of the Insured Person compensation upon the basis of and in accordance with the Table of Compensations

For the purposes of item 4 the compensation payable shall not exceed the Insured Persons average weekly remuneration from the Insured over the period of 13 weeks immediately prior to the event giving rise to the bodily injury

Provided always that

- a) the Insured Person shall not be entitled to compensation under more than one of the items of the Table of Compensations in respect of the same injury
- b) no further liability to make any payment under Part 2 in respect of any Insured Person shall attach to the Company after a claim under one of items 1 to 3 has been admitted and become payable
- c) weekly compensation under item 4 shall not become payable until the total amount has been agreed
- d) this extension does not insure against death or disablement
 - i) arising from or influenced by any existing physical defect or infirmity of the Insured Person or
 - ii) where the Insured person is a female resulting directly or indirectly from pregnancy or childbirth

Table of Compensations

The amounts shown represent one unit

Table of Compensations	
1 Death*	£1,000
2 Total loss or permanent and total loss of use of one or more limbs*	£1,000
3 Total and irrecoverable loss of all sight in one or both eyes*	£1,000
4 Total disablement from engaging in or giving attention to the Insured Persons usual profession or occupation – compensation (while the Insured Person shall be so disabled) for a period not exceeding 104 weeks in respect of any one injury calculated from the date thereof at the rate of	£10 per week subject to this not exceeding the Insured Persons weekly remuneration from the Insured
5. Reimbursement of incurred medical expenses* up to	£250

*Occurring within 2 years of the event giving rise to the bodily injury

Special Conditions Applicable to Part 2

1. Notice of every injury in respect of which a claim is to be made shall be given to the Company in writing as soon as possible but in any case within three months of the event giving rise to the injury
2. All certificates information and evidence required by the Company shall be furnished at the expense of the Insured and shall be in such form and of such nature as the Company may prescribe The Insured Person as often as required shall submit to medical examination on behalf of the Company at its own expense in respect of any alleged bodily injury
3. The Company shall in the case of death of the Insured Person be entitled to have a post-mortem examination at its own expense

Exclusions Applicable to this Section

This Section does not cover

- a) loss destruction or damage occasioned by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- b) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- c) loss destruction or damage in Northern Ireland occasioned by or happening through or in consequence of
 - a) civil commotion
 - b) Terrorism as defined in d) below Terrorism Exclusion Clause
- d) Terrorism Exclusion clause

Loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with:

1. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If the Company alleges that by reason of this exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving the contrary shall be upon the Insured

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

Definition - Terrorism

For the purpose of this exclusion an act of Terrorism shall mean an act including but not limited to the use of force or violence and or threat thereof of any person or group[s] of persons whether acting alone or on behalf of or in connection with any organisation[s] or government[s] committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

In any action suit or other proceedings where the Company alleges that by reason of the provisions of this exclusion any loss destruction or damage is not covered by this Section the burden of proving that such loss destruction or damage is covered shall be upon the Insured

Special Conditions Applicable to this Section

1. If the premium for this Section has been calculated on an estimate furnished by the Insured and stated in the Schedule to this Section the Insured shall keep an accurate record of all particulars relative thereto and shall at all reasonable times allow the Company to inspect such record Within one month from the expiry of each Period of Insurance the Insured shall supply the Company with a correct account of the amount of notes and coins in transit during the period and the premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be subject to the retention by the Company of 75% of the estimated premium for the period being adjusted or £75 whichever is the greater
2. The Insured shall take all reasonable precautions for the safety of the money and immediately upon having knowledge of any event giving rise or likely to give rise to a claim under this Section shall
 - a) give immediate notice to the Police and to the Company and take all practicable steps to discover the guilty person or persons and to recover the money lost
 - b) give immediate notice to the Inland Revenue of any loss of stamped National Insurance cards

- c) deliver to the Company within fourteen days from the date on which the event shall have come to his knowledge a detailed statement in writing of the loss
 - d) furnish all explanations vouchers proof of ownership and other evidence to substantiate the claim and the Company may if it deem necessary require corroborative evidence of the statements of the Insured or of any of the Insureds employees
3. The Insured shall keep a daily record of the amount of money contained in safes or strongrooms and such record shall be deposited in a secure place other than the said safes or strongrooms and be produced as documentary evidence in support of a claim under this Section The keys of safes or strongrooms shall not be left on the premises out of Business Hours unless the premises are still occupied by the Insured or any authorized employee of the Insured in which event such keys if left on the premises shall be deposited in a secure place not in the vicinity of safes or strongrooms
4. Nothing in General Condition 7 shall impose on the Company any liability from which but for that Condition it would have been relieved under Exception (d) of the exceptions to Part 1 of this Section

Special Clauses

(Clause 1 and 3 applicable only if the Clause number is entered in the Schedule Clause 2 applicable only if referred to in the Schedule)

1. Temporary Cover

The first premium has been calculated to take into account the cost of temporary cover (in accordance with particulars lodged with the Company) pending issue of this Policy

2. Long Term Agreement

The discount shown in the Schedule is allowed off the net premiums on this Section in consideration of the Insured having given an undertaking expiring on the date stated in the Schedule to offer annually the insurance under this Section on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premium annually in advance it being understood that –

- a) the Company shall be under no obligation to accept an offer made in accordance with the above-mentioned undertaking
- b) where appropriate the sum insured may be reduced at any time to correspond with any reduction in value

The above-mentioned undertaking applies to any Section which may be issued by the Company in substitution for this Section and the same discount shall be allowed off the net premiums on any substituted Section issued by the Company as aforesaid

Payment of the premium due at the expiry date shown in the Schedule shall be deemed acceptance by the Insured of the terms of this clause

3. Alarm Clause

It is a condition precedent to liability under this Section in respect of loss or damage following entry or attempted entry to or exit from the Premises by forcible and violent means that

- a) The Premises are protected by an Intruder Alarm System designed, installed and maintained to British Standard BS4737 or EN50131 including, where stipulated by the Company or the local Police Authority, Code of Practice DD243
- b) The intruder alarm installation and maintenance company must be both:
 - I. A member of an Alarm Inspectorate, which is accredited by UKAS to EN45011 or EN 45012and
 - II. Accredited and operate a Quality Management System in accordance with EN ISO 9000
- c) The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance, as per the requirements of BS4737 or EN 50131, with the installing company or such other company as agreed with the Company Where remote alarm signaling is required the signal transmission must be transmitted to an Alarm Receiving Centre fully compliant with BS5979:2000 and operated by a company accredited and operating to a Quality Management System in accordance with EN ISO 9000
- d) No alteration to or substitution of
 - i) any part of the Intruder Alarm System
 - ii) the maintenance contract
 - iii) the structure of the Premises or changes to the layout of the Premises, which would affect the effectiveness of the Intruder Alarm System
 - iv) the procedures agreed with the Company for police or any other response to any activation of the Intruder Alarm System

be made without the written agreement of the Company

- e) The Alarmed Premises shall not be left unattended without the agreement of the Company
 - i) unless the Intruder Alarm System is set in its entirety with the means of communication used to transmit signals (including both alarm transmission systems for dual signalling systems) in full operation
 - ii) if the police have withdrawn their response to alarm activations
- f) The Insured shall maintain secrecy of codes for the operation of the Intruder Alarm System and detail of such codes and all keys to the Intruder Alarm System shall be removed from the Premises when the Premises are left unattended
- g) The Insured shall appoint at least two Key Holders and lodge written details (which must be kept up to date) with the alarm company and either the Police or the Alarm Receiving Centre
- h) In the event of notification of any activation of the Intruder Alarm System or interruption of means of communication including one or both alarm transmission systems in respect of dual signaling systems during any period the Intruder Alarm System is set a Key Holder shall attend the Premises as soon as reasonably possible
- i) In the event of the Insured receiving any notification
 - i) the police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
 - ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
 - iii) that the Intruder Alarm System cannot be returned to or maintained in full working order

the Insured shall advise the Company as soon as possible and comply with any subsequent requirements stipulated by the Company



Definitions

Intruder Alarm System

The component parts including the means of communication used to transmit signals to the alarm-receiving centre

Alarmed Premises

The Premises or those portions of the Premises protected by the Intruder Alarm System

Key Holder

The Insured or any person or key holding company authorised by the Insured who is available at all times to accept notification of faults or alarm signals to the Intruder Alarm System attend and allow access to the Premises

Premises

The buildings occupied by or under the control of the Insured (unless otherwise stated in the Schedule)

Selected All Risks Section

(Only applicable if this section is shown as operative in the schedule)

1. Definitions

Wherever the following words and phrases appear in this Section they will always have these meanings –

Premises

The premises shown in the Schedule

Great Britain

Anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man

Europe

Anywhere in Europe

Worldwide

Anywhere in the World

2. Indemnity

The Company shall indemnify the Insured against loss or damage to any of the Property shown in the Schedule by any accident or misfortune of a fortuitous nature occurring at the location shown in the Schedule for an amount in respect of

- a) Property lost or stolen – such sum as shall be equal to the intrinsic value of the Property at the time of the loss
- b) damage to Property – such sum as shall be sufficient to make good the damage

not exceeding in respect of any one item the sum insured thereon nor exceeding in the whole the total sum insured adjusted in accordance with the Inflation Protection Clause if in force

3. Exclusions

This Section does not cover

- a) the first £250 of each claim
- b) theft or any attempt thereat from the Premises not involving entry to or exit therefrom by forcible and violent means
- c) loss or damage arising from wear and tear or from any process of cleaning or restoring or adjusting or repairing

- d) loss or damage arising from or attributable to the action of light or atmosphere moths parasites or vermin
- e) loss by official confiscation or detention
- f) loss or damage to any electrically driven machine or apparatus directly caused by its own overrunning short-circuiting self-heating or by the application of excessive electrical energy or mechanical derangement not arising from external impact
- g) loss or damage to any component part of any item insured in the Schedule while such part is removed from its normal position in the item
- h) loss or destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- i) loss or destruction or damage occasioned by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military usurped power
- j) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- k) loss or destruction of or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such loss destruction or damage is caused by programming or operator error Virus or Similar Mechanism or Hacking including where this results from the actions of malicious persons other than thieves

For the purposes of this Section Exclusion the following Definitions apply

Definitions

i) Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

This definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs

ii) Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data

4. Clauses

Average Clause

If at the time of loss or damage the value of the Property Insured under any item is greater than its sum insured the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly

Inflation Protection Clause

The Company will adjust the sum insured in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted sum insured

Reinstatement Clause

Where the sum insured on the Schedule is marked R the basis of claims settlement will be the cost of repair or the current replacement value without deduction for wear and tear provided that all necessary repairs or replacements are carried out without delay

Terrorism Exclusion Clause

This section does not cover

Loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with

1. any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism
3. civil commotion occurring in Northern Ireland

If the Company alleges that by reason of this exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving the contrary shall be upon the Insured

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

Definition – Terrorism

For the purpose of this exclusion an act of Terrorism shall mean an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

In respect of private house(s) or contents thereof insured in the name of an individual this Terrorism Exclusion only applies to loss damage cost or expense caused by nuclear chemical or biological contamination resulting directly or indirectly from Terrorism

5. Special Condition

Police Notification

The Insured shall give immediate notification to the Police of loss or damage by theft or malicious means

6. Date Recognition Exclusion

This Section does not cover loss or damage directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

- i) correctly to recognise any date as its true calendar date
- ii) to capture save or retain and correctly manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- iii) to capture save or retain or correctly to 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 correctly to process such data on or after any date

but this shall not exclude subsequent loss or damage not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons theft earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided such contingency is insured by this Section

Special Clauses

(Clause 1 and 3 applicable only if the Clause number is entered in the Schedule Clause 2 applicable only if referred to in the Schedule)

1 Temporary Cover

The first premium has been calculated to take into account the cost of temporary cover (in accordance with particulars lodged with the Company) pending this Policy being issued

2 Long Term Agreement

The discount shown in the Schedule is allowed off the net premiums on this Section in consideration of the Insured having given an undertaking expiring on the date stated in the Schedule to offer annually the insurance under this Section on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premium annually in advance it being understood that

- a) the Company shall be under no obligation to accept an offer made in accordance with the above-mentioned undertaking
- b) where appropriate the sum insured may be reduced at any time to correspond with any reduction in value

The above-mentioned undertaking applies to any Section, which may be issued by the Company in substitution for this Section, and the same discount shall be allowed off the net premiums on any substituted Section issued by the Company as aforesaid

Payment of the premium due at the expiry date shown in the Schedule shall be deemed acceptance by the Insured of the terms of this clause

3. Alarm Clause

It is a condition precedent to liability under this Section in respect of loss or damage by Theft following entry or attempted entry to or exit from the Premises by forcible and violent means that

- a) The Premises are protected by an Intruder Alarm System designed, installed and maintained to British Standard BS4737 or EN50131 including, where stipulated by the Company or the local Police Authority, Code of Practice DD243.
- b) The intruder alarm installation and maintenance company must be both:

I. A member of an Alarm Inspectorate, which is accredited by UKAS to EN 45011 or EN 45012

and

II. Accredited and operate a Quality Management System in accordance with EN ISO 9000.

- c) The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance, as per the requirements of BS4737 or EN 50131, with the installing company or such other company as agreed with the Company.

Where remote alarm signalling is required the signal transmission must be transmitted to an Alarm Receiving Centre fully compliant with BS5979:2000 and operated by a company accredited and operating to a Quality Management System in accordance with EN ISO 9000

- d) No alteration to or substitution of
 - i) any part of the Intruder Alarm System
 - ii) the maintenance contract
 - iii) the structure of the Premises or changes to the layout of the Premises, which would affect the effectiveness of the Intruder Alarm System
 - iv) the procedures agreed with the Company for police or any other response to any activation of the Intruder Alarm Systembe made without the written agreement of the Company
- e) The Alarmed Premises shall not be left unattended without the agreement of the Company
 - i) unless the Intruder Alarm System is set in its entirety with the means of communication used to transmit signals (including both alarm transmission systems for dual signalling systems) in full operation
 - ii) if the police have withdrawn their response to alarm activations

- f) The Insured shall maintain secrecy of codes for the operation of the Intruder Alarm System and detail of such codes and all keys to the Intruder Alarm System shall be removed from the Premises when the Premises are left unattended
- g) The Insured shall appoint at least two Key Holders and lodge written details (which must be kept up to date) with the alarm company and either the Police or the Alarm Receiving Centre
- h) In the event of notification of any activation of the Intruder Alarm System or interruption of means of communication including one or both alarm transmission systems in respect of dual signalling systems during any period the Intruder Alarm System is set a Key Holder shall attend the Premises as soon as reasonably possible
- i) In the event of the Insured receiving any notification
 - i) the police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
 - ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
 - iii) that the Intruder Alarm System cannot be returned to or maintained in full working order

the Insured shall advise the Company as soon as possible and comply with any subsequent requirements stipulated by the Company

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