ROAD RISKS PLUS

Policy Wording

Version 1
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Introduction

Your insurance Policy is evidence of the contract You have made with Us. We insure You during the Period of Insurance in the terms set out under each section of this Policy in return for payment of the premium. Only those sections or sub-sections stated in the Schedule as "Insured" are operative.

Our acceptance of this risk is based upon the information You have presented to Us being a fair presentation of Your Business. You must tell Us as soon as possible of any change to the information given on Your Proposal or shown on the Statement of Fact as failure to notify us of changes to Your Business, which means that the information You originally provided no longer represents a fair presentation of the risk, may invalidate the cover. You should not wait until the next renewal date.

Please read this Policy wording and Your Schedule carefully. Make sure that they meet Your needs. If You have any queries or any information in the Schedule is incorrect, please contact Your broker.

We will provide the insurance described in this Policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which You shall pay and We accept the premium.

Important Information

Your Right to Cancel
If You wish to cancel the Policy at any time, please contact the broker, intermediary or agent, who arranged the Policy for You. Any return of premium will be made in accordance with General Condition 8 Cancellation.

How to make a claim
Please use the contact details provided in the Notifying a Claim section of this Policy within the timelines stipulated in Claims Condition 1 Action by You. Please quote Your Policy number.

Making a Complaint
If You have a complaint arising from Our service or Your Policy, You can contact Us directly.

Provego

Post:	Provego Limited, Lasyard House, Underhill Street, Bridgnorth, WV16 4BB
Telephone:	01746 250027
Email:	info@provego.co.uk

Reserv

If Your complaint relates to a claim, You should complain to uk.complaints@reserv.com or by telephone at +44 20 7870 1710.

What will happen if You complain:

a) Provego or Reserv will acknowledge Your complaint promptly and try to resolve it within five working days.
b) For cases that may take a little longer to investigate, We will write to You with a final response within eight weeks of the date Your complaint is received.

If You remain dissatisfied, You have six months from the date of the final response to refer Your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

Post:	Financial Ombudsman Service, Exchange Tower, London, E14 9SR
Telephone:	0800 0234567 or 0300 1239123
Email:	complaint.info@financial-ombudsman.org.uk
Website:	www.financial-ombudsman.org.uk

This does not affect Your right to take legal action; however, the FOS will not adjudicate on any case where litigation has commenced.

Please ensure that You quote Your Policy number in all correspondence.

The Financial Services Compensation Scheme
We are a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies.

You may be entitled to compensation if We cannot meet Our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Post:	Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY
Telephone:	0800 678 1100 or 020 7741 4100
Website:	www.fscs.org.uk

Your Insurer
Your Policy is underwritten by *Accelerant Insurance UK Limited, One Fleet Place, London, EC4M 7WS.*

Accelerant Insurance UK Limited is registered in England and Wales with the company number of 03326800 and the registered office of One Fleet Place, London, EC4M 7WS. Its trading address is Lodge Park Business Centre, Lodge Lane, Langham, Colchester, CO4 5NE. Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (firm reference number: 207658).

Motor Insurance Database
We will add details of Your Policy to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB). The MID and the data stored on it may be used by the police, the DVLA, the DVA, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- electronic licensing
- continuous insurance enforcement
- law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- the provision of government services and/or other services aimed at reducing uninsured driving

If You are involved in a road traffic accident (either in the UK or abroad), insurers and/or the MIB may search the MID to obtain relevant information.

Other persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including foreign citizens) may also obtain relevant information held on the MID.

As stipulated by **Condition 4 of Section 1: Road Risks**, it is Your responsibility to maintain Your vehicle details on the Motor Insurance Database (MID) which you access via the Niche Cover online portal. You should update Your vehicles on the Niche Cover online portal immediately upon inception of this Policy and subsequently for any changes, additions, or deletions to any licensed vehicle or trade plate.

If You do not maintain Your vehicle schedule on the MID, then You may be liable for a fine or You will be at risk of the police seizing Your vehicle.

Notifying a Claim

If accidental loss or damage occurs or any circumstances arise which may cause a claim to be made, You should notify the broker, intermediary or agent, who arranged the Policy for You, or alternatively You can contact Us using the contact details provided below, in accordance with the timescales required by Claims Condition 1 Action by You.

Please provide Your Policy number and as much information as possible about the claim.

Windscreen Claims
Telephone: 01246 588149

All Other Claims
Telephone: +44 20 7870 1710
Email: new.claimuk+provego@reserv.com

Further claims reporting information can be found at https://bspokegroup.co.uk/brands/provego-underwriting

Fair Presentation Illustration and Condition

Requirement to make Fair Presentation
You must make a fair presentation of the risk to Us at inception, renewal and variation of the Policy.

Example of Information You must disclose to Us
The following examples illustrate the type of change You must notify to Us to comply with Your obligations to make a fair presentation:

We must be notified if:
1. the Business activities change from those indicated in Your Proposal and declared in the Schedule, particularly if such change in activity is likely to increase the risk of injury or Damage.
2. You change the location of the Premises.
3. You require the inclusion of a vehicle which is not owned by You.
4. You or an Employee, is convicted of or has a prosecution pending for the Road Traffic Act offences with a Conviction Code commencing AC, BA, DD, UT, IN, DR, DG, MR or XX or Conviction Codes CD40 – CD99, MS50–MS59, TT99 or NE99.
5. You or an Employee is convicted of or has a prosecution pending for any other criminal offence.
6. the Business receives enforcement action from the Health and Safety Executive**.**

What will happen following disclosure
Upon receipt of such information, We may, at Our absolute discretion:

a) continue to provide cover under this Policy at the same terms.
b) restrict the cover We provide under this Policy.
c) Impose additional terms such as increasing the premium.
d) cancel the Policy.

Please also see General Condition 2 Alteration of Risk. If You are in any doubt as to whether a change must be notified, please consult the broker, intermediary or agent who arranged the Policy for You.

What will happen if You fail to disclose
If You fail to notify Us of any material alteration to Your Business (including any alteration described in General Condition 2, Alteration of Risk):

a) We may avoid the Policy from the point at which the failure to make fair presentation occurred and refuse to pay any claims where such failure to make a fair presentation is:
   i) deliberate or reckless; or
   ii) of such other nature that, if You had made a fair presentation, We would not have issued the Policy.

   We will return the premium paid by You unless the failure to make a fair presentation is deliberate or reckless.

b) and We would have issued the Policy on different terms had You made a fair presentation, We will not avoid the Policy (except where the failure is deliberate or reckless) but We may instead:
   i) reduce proportionately the amount paid or payable on any claim, the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had You made a fair presentation; and/or
   ii) treat the Policy as if it had included such additional terms (other than those requiring payment of premium) as We would have imposed had You made a fair presentation.

Claims Conditions

The following Conditions apply to this Policy and You must comply with these Conditions. Where additional Conditions apply to a specific Section of this Policy, they are stated under that Section.

1 Action by You

In the event of any occurrence likely to give rise to a claim, or a claim made against You, or receipt of notice of any circumstance which might give rise to a claim under this Policy, You must:

a) notify Us either directly or by contacting the broker, intermediary or agent, who arranged the Policy for You who must then immediately notify Us:
    i) within 7 days of the event giving rise to a claim, in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons; or
    ii) within 14 days of becoming aware of any other occurrence or claim;
b) in the case of theft, malicious damage or any other criminal act, immediately notify the police and supply them with a full list and description of missing articles;
c) within 30 days of the loss, liability, destruction, damage, accident or injury, or such further time as We may allow, provide Us at Your own expense with full information and help We require in respect of the claim together with details of any other insurances in place for the loss;
d) make no admission of liability or offer, promise or payment without Our written consent;
e) inform Us immediately of any impending prosecution, inquest, fatal accident or ministry enquiry or civil proceeding connected with any injury, loss, consequential loss, destruction or damage which may form the subject of a claim under this Policy;
f) immediately forward to Us upon receipt and unacknowledged any letter of claim, writ, summons or process;
g) if You believe that a claim is due to the act or omission of a sub-contractor, bailee or other third-party, advise Us and ensure that no action is taken by You which might prejudice any rights We may have against them;
h) take all reasonable action to minimize any interruption or interference with the Business;
i) produce to Us at Your expense such books of account or other business books or documents or other such proofs as We may reasonably require for investigating or verifying the claim; and

2 Our Rights

On the happening of any loss, destruction, injury or damage in respect of which a claim is made under this Policy, We shall be entitled:

a) to take over and conduct in Your name the defence or settlement of such claim or to prosecute in Your name at Our own expense and for Our own benefit any claim against any other persons in respect of such loss, destruction or damage, and You shall give all information and assistance required by Us.
b) without incurring any liability or diminishing Our rights under this Policy, to enter, take, or keep possession of the premises or require any property, which has suffered such loss destruction or damage to Us. We shall deal with such premises or property for all reasonable purposes and in a reasonable manner; and
c) to any property for the loss of which a claim is paid under this Policy. You shall execute all such assignments and assurances of such property as may be reasonably required, but You shall not be entitled to abandon any property to Us whether taken possession of by Us or not.

3 Fraud

If You or anyone acting for You or any other person covered by this Policy knowingly:

a) makes a fraudulent or exaggerated claim under Your Policy; or
b) makes a false statement in support of a claim (whether or not the claim itself is genuine); or
c) submits a false or forged document in support of a claim (whether or not the claim itself is genuine):

We may:

a) refuse to pay the claim; and
b) notwithstanding the references to notice periods and the refunding of premiums in General Condition 8 Cancellation, by notice to You declare the Policy void from the date of the fraudulent act. We will not refund any premium to You in respect of the unexpired period of insurance; and
c) recover any sums that We have already paid under the Policy in respect of the claim.

We may also inform the police of the circumstances.

4 Arbitration

If We accept that there is a claim under this Policy but there is disagreement in respect of the amount to be paid, the disagreement will be referred to an Arbitrator appointed in accordance with current statutory provisions. In these circumstances an Arbitrator's award must be made before there is any right of action against Us.

General Conditions

These Conditions apply to this Policy. You must comply with these Conditions. Where additional Conditions apply to a specific Section of this Policy, they are stated under that Section.

1 One Contract

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

2 Alteration of Risk

a) You shall give immediate notice to Us if You:
   - i) agree a composition or arrangement with Your creditors; or
   - ii) agree a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor Act); or
   - iii) have an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator; or
   - iv) have a winding-up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or have a provisional liquidator, receiver or receiver and manager of the Business duly appointed; or
   - v) have an administrative receiver, as defined in the Insolvency Act 1986 (or any successor Act), appointed or You have possession taken by, or on behalf of, the holders of any debentures secured by floating charge of any property comprised in or subject to the floating charge.

   We may, at Our absolute discretion:
   - a) continue to provide cover under this Policy on the same terms.
   - b) restrict the cover provided under the Policy.
   - c) impose additional terms.
   - d) alter the premium.
   - e) cancel the Policy.

   If You fail to notify Us of an alteration of the risk, We may invoke the remedies available to Us under parts a or b of Fair Presentation of Risk, "What will happen if You fail to disclose."

b) This Policy shall cease to be in force if:
   - i) Your interest in the Business ends, other than by death; or
   - ii) the Business is to be wound up or carried on by a liquidator or receiver or permanently discontinued,

   at any time after the Effective Date of the Period of Insurance stated in the Schedule, unless its continuance is agreed by Us.

3 Reasonable Precautions

You shall:

a) take all reasonable precautions to prevent occurrences which may give rise to liability under this Policy.

b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority.

c) maintain machinery and equipment in a good state of repair.

d) take immediate steps to make good or remedy any defects or dangers which become apparent and take such additional precautions as the circumstances may require.
e) take reasonable care in the selection, training and supervision of employees.

4 Instalment Premiums

a) Where reference is made in this Policy to the payment of premium this includes any agreement by You to pay by instalments.
b) If Your broker has agreed to accept payment of the first premium or any subsequent premium by instalments this Policy remains a contract for the Period of Insurance shown in the Schedule.

If any instalment of premium is not received by Your broker on or before its due date all unpaid instalments of premium and any Policy Administration Fees shall immediately become payable.

Should the full premium and policy administration fee not be paid within 7 days of Your broker giving written notice of non-payment of an instalment, this Policy shall be cancelled immediately on expiry of such notice.

Following such cancellation Your broker shall return to You the balance of any instalments already paid after deduction of an appropriate charge for the insurance cover to the date of cancellation except that if:

i) a claim has been made under the Policy for which We have made a payment, or which is still under consideration
ii) an incident has occurred which is likely to give rise to a claim but is yet to be reported to Us no refund of premiums shall be made and the annual premium remains due in full. In this case monthly collection must continue or a one-off payment must be agreed to settle the outstanding amount. Alternatively, We may deduct any outstanding instalments from any claim payment that may be due to You or payable on Your behalf.

5 Observance of Terms

Our liability is conditional upon the observance of the terms of this Policy relating to anything to be done or complied with by You or any other person insured. This shall include any requirements described in any endorsements attached to and forming part of this Policy.

6 Economic, Financial or Trade Sanctions

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this policy if and to the extent that doing so would breach any Prohibition.

If any such Prohibition takes effect during the Period of Insurance, We or You may cancel that part of this policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of this policy is cancelled, We shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purposes of this clause Prohibition shall mean any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulation of the European Union, United Kingdom or United States of America.

7 Contracts (Rights of Third Parties) Act

A person or company who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of any third party which exists or is available apart from that Act.

8 Cancellation

a) Your Cancellation Rights
   i) You have the right to cancel this Policy without penalty at any time prior to the commencement of cover.
   ii) Once cover has commenced You may cancel by giving Your broker notice in writing. The premium due to Us remains payable for the period that We were on risk. You will not be entitled to any return of premium if a claim has been made (or an incident notified to Us that could give rise to a claim) in the current Period of Insurance.

b) Our Cancellation Rights
   We may cancel this Policy or any Section of it:
   i) By giving not less than 15 days of notice in writing to You at Your last known address if any premium due under this Policy has not been paid to Us. If the premium due is paid in full to Us before the notice period expires, the notice of cancellation shall automatically be revoked. If not, this Policy shall automatically terminate at the end of the notice period.
   ii) By giving not less than 15 days of notice in writing to You at Your last known address if We cancel under General Condition 6 Economic, Financial or Trade Sanctions. No refund of premium will be due to You for the unexpired Period of Insurance.
   iii) For any other reason, by giving 30 days of notice in writing to You at Your last known address.

In relation to cancellation in any of the circumstances outlined above, the premium due to Us remains payable for any period that We were on risk. In the event of the occurrence of a loss which gives rise to a claim, or an incident is notified to Us that could give rise to a claim, prior to the date of termination, the full premium shall be payable to Us.

9 Books and Records

You agree to keep accurate books and records of all figures provided and permit Us or anyone appointed by Us to inspect Your books and records at any time insofar as they relate to this insurance.

10 Law and Language Applicable to the Contract

Unless We agree otherwise:

a) the appropriate law as set out below will apply:
   i) in the case of individuals, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which You normally live or (if applicable) the first named policyholder normally lives; or
   ii) in the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where it has its principle place of business; or
   iii) in any other case, the law of England and Wales will apply.

b) the language of the Policy and all communications relating to it will be English.

General Exclusions

These General Exclusions set out what is not covered under this Policy. Where further exclusions apply to a specific Section of this Policy, they are set out in that Section.

This Policy does not cover

1 War, Government Action and Terrorism (not applicable to Section 1: Road Risks)

a) Loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by, or arising from:
   i) War, Government Action, Terrorism (or any action taken in controlling, preventing or suppressing or in any way relating to Terrorism); or
   ii) civil commotion in Northern Ireland;

b) Legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by, or arising from:
   i) War, Government Action, Terrorism (or any action taken in controlling, preventing or suppressing or in any way relating to Terrorism); or
   ii) civil commotion in Northern Ireland,

Except to the extent stated in the Liability Provisions related to this General Exclusion and set out below.

For the purposes of this General Exclusion and its Liability Provisions:

War shall mean war, invasion, acts of foreign enemies, hostilities of warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.

Government Action shall mean martial law, confiscation, nationalization, requisition, or destruction of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to War.

Terrorism shall mean any act or acts of any person or persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing by force or violence and/or the threat thereof, of His Majesty's government in the United Kingdom or any other government de jure or de facto.

In any action, suit or other proceedings, where We allege that, by reason of this General Exclusion as far as it relates to Terrorism, any loss, destruction or damage or resulting loss or expense or other costs either directly or indirectly caused by or contributed to by or arising from such event is not covered by this insurance, the burden of proving that such loss, destruction, damage, expense or costs is covered shall be upon You.

Liability Provisions
Subject otherwise to the terms, definitions, conditions, clauses and exclusions, of this Policy, We will indemnify You under Section 4: Employers' Liability, Section 5: Public Liability and Section 6: Defective Workmanship & Sales Indemnity in respect of legal liability arising from

Terrorism (or any action taken in controlling, preventing or suppressing Terrorism) provided that under:

a) Section 4: Employers' Liability of this Policy, notwithstanding the Indemnity Limit (as defined in Section 4: Employers' Liability of this Policy) stated in the Schedule, Our liability (inclusive of interest thereon and all costs and expenses) payable in respect of any one Occurrence (as defined in Section 4: Employers' Liability of this Policy) or in the aggregate in respect of a series of such Occurrences arising out of any one original cause, shall not exceed £5,000,000;
b) Section 5: Public Liability of this Policy, notwithstanding the Indemnity Limit (as defined in Section 5: Public Liability of this Policy) stated in the Schedule, Our liability for all damages (including interest thereon) payable in respect of any one Occurrence (as defined in Section 5: Public Liability of this Policy) or in the aggregate in respect of a series of such Occurrences arising out of any one original cause, shall not exceed £5,000,000 or the amount of the Indemnity Limit stated in the Schedule in Section 5: Public Liability of this Policy, whichever is the lower;
c) Section 6: Defective Workmanship & Sales Indemnity of this Policy, notwithstanding the Indemnity Limit (as defined in Section 6: Defective Workmanship & Sales Indemnity of this Policy) stated in the Schedule, Our liability for all damages (including interest thereon) payable in respect of all Occurrences (as defined in Section 6: Defective Workmanship & Sales Indemnity of this Policy) in the aggregate during any one Period of Insurance, shall not exceed £5,000,000 or the amount of the Indemnity Limit stated in the Schedule in Section 6: Defective Workmanship & Sales Indemnity of this Policy, whichever is the lower; and
d) Section 5: Public Liability and Section 6: Defective Workmanship & Sales Indemnity, of this Policy, notwithstanding items b and c above and the Indemnity Limit (as defined in Section 5: Public Liability and Section 6: Defective Workmanship & Sales Indemnity of this Policy) stated in the Schedule for all damages (including interest thereon and all costs and expenses) payable in respect of all Occurrences in the aggregate (as defined in Section 5: Public Liability or Section 6: Defective Workmanship & Sales Indemnity of this Policy, as relevant) arising out of Pollution or Contamination (as defined in Section 5: Public Liability or Section 6: Defective Workmanship & Sales Indemnity of this Policy, as relevant), consequent upon Terrorism and which are deemed to have Occurred during any one Period of Insurance, shall not exceed £5,000,000 in the aggregate under each Section or the amount of the Indemnity Limit in the aggregate stated in the Schedule in Section 5: Public Liability and/or Section 6: Defective Workmanship & Sales Indemnity, of this Policy, whichever is the lower.

2 War and Government Action (applicable to Section 1: Road Risks only)

Except so far as is necessary to meet the requirements of the Road Traffic Acts, any consequence whatsoever directly or indirectly caused by or contributed to by, or arising from War or Government Action.

For the purpose of this General Exclusion:

War shall mean war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, insurrection, rebellion, revolution, or military or usurped power.

Government Action shall mean martial law, confiscation, nationalization, requisition, or destruction of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to War.

3 Sonic Bangs

Loss, destruction or damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4 Radioactive Contamination

Loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs either directly or indirectly caused by such loss, destruction or damage, 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; or
b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

NOTE: As far as this General Exclusion concerns Bodily Injury (as defined in the relevant Sections of this Policy) caused to any Employee, if such Bodily Injury arises out of and in the course of employment or engagement of such person by You, this General Exclusion shall apply only in respect of:

i) the legal liability of any principal; or
ii) legal liability assumed by You under agreement and which would not have attached in the absence of such agreement.

5 Pollution or Contamination

Loss, destruction or damage, caused by pollution or contamination, except (unless otherwise excluded) destruction of or damage to the Property Insured caused by:

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

This Exclusion shall not apply to Section 1: Road Risks, Section 4: Employers Liability, Section 5 Public Liability and Section 6, Defective Workmanship & Sales Indemnity, of this Policy.

NOTE:

Defined Perils

For the purposes of this General Exclusion, Defined Perils are:
fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, storm, flood, escape of water or oil from any tank or apparatus or pipe, sprinkler leakage, theft or impact by any vehicle or animal.

6 Date Recognition

Any claim which arises directly or indirectly from or consists of the failure or inability of any:

a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device; or
b) media or systems used in connection with anything referred to in a above,

whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of:

i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time; or
ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in a and b above.

In respect of Section 2: Material Damage of this Policy, this Exclusion shall not exclude subsequent Damage not otherwise excluded from this Policy which itself results from fire, lighting, 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 other than thieves, earthquake, storm, flood, escape of water from any tank or apparatus or pipe, sprinkler leakage, theft or impact by any vehicle or animal.

NOTE: This Date Recognition Exclusion shall not apply to Section 4: Employers' Liability.

7 Marine Policies

Loss, destruction or damage to property which, at the time of the happening of the loss, destruction or damage is insured by or would, but for the existence of this Policy, 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 Policy not been effected.

8 Computer Virus and Hacking

a) 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 Your property or not, where such Damage is caused by Virus or Similar Mechanism or Hacking; or
b) financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking,

but this shall not exclude Damage or financial loss, which is not otherwise excluded from this Policy and which results from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, the acts of malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence), storm, flood, escape of water or oil from any tank, apparatus or pipe, sprinkler leakage or impact by any vehicle or animal.

For the purposes of this General Exclusion:

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes, stores, transits or retrieves data, whether Your property or not.

The Computer Virus and Hacking Exclusion shall not apply to Section 4: Employers' Liability, Section 5: Public Liability and Section 6: Defective Workmanship & Sales Indemnity. .

9 Infectious or Contagious Disease

a) Loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom; or
b) Any other losses, costs or expenses whatsoever; or
c) Any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to by, or in any way arising from infectious or contagious disease and/or the fear or threat (actual or perceived) of infectious or contagious disease.

For the purposes of this General Exclusion:

Infectious or contagious disease shall mean any such disease and/or fear or anticipation of such disease, whatsoever without limitation based upon its nature or characteristics (including, without limitation, the nature of any infective agent, any means of infection or transmission and/or any effects of the disease and/or any mutation of or variation).

This General Exclusion shall not apply to Section 1: Road Risks, Section 4: Employers' Liability, Section 5: Public Liability, Section 6: Defective Workmanship & Sales Indemnity.

10 Motor Sports

Damage, loss, injury or liability arising out of participation in, or participation in practice, for motor sports determined by time or speed, or arising at any part of any premises where such motor sports or practice for them is taking place and which only competitors, members of their support team, organisers, marshals and other authorised persons are allowed access.

11 Perfluorinated Compounds, Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)

a) any Bodily Injury, Damage to any Property, personal loss, liability, damage, compensation, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with the actual, alleged, or threatened contaminative, pathogenic, toxic or other hazardous properties of PFAS; and
b) any and all losses, costs and expenses resulting from any claim, litigation, dispute, arbitration, investigation or any other legal proceeding or dispute resolution in whole or in part directly or indirectly caused by, arising out of, resulting from, based upon or in any way related to, any of the following conducts, included but not limited to:
   i) actual, alleged or threatened inhalation of, ingestion of, consumption of, contact with, exposure to, existence of or presence of PFAS containing products or materials;
   ii) design, manufacturing, production, use, sale, installation, placing on the market, removal, distribution, handling, packaging, storage, marketing, processing of or any other similar business-related activity relating to PFAS-containing products or materials;
   iii) testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of or in any way responding to, or assessing the effect(s) of PFAS-containing products or materials;
   iv) failure to report any PFAS-containing products or materials to authorities; or
   v) failure to warn of potential consequences arising from, or the inadequacy of any warning, relating to any of the conduct described in a) through d) above.

For the purpose of this Exclusion, PFAS shall mean: Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) in any form, including but not limited to:

1. any organic molecule, salt, free radical or ion, the composition of which includes at least one:
   a) perfluorinated methyl group (-CF3); or
   b) perfluorinated methylene group (-CF2-);
2. any breakdown of any organic molecule, salt, free radical or ion, the composition thereof;
3. any good, product or material that has the same or similar chemical formula or structure as such Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS); or
4. its presence or use in any alloy, by-product, compound or other material or waste that includes or is derived from such compounds or substances.

12 Asbestos

Either:

a) exposure to;
b) inhalation of;
c) fears of the consequences of exposure to or inhalation of; or
d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of, Asbestos including any product containing Asbestos.

13 Illegal Deliberate and Criminal Activities

Damage or liability of any nature or any associated costs relating thereto, arising directly or indirectly from:

a) the Premises being used for illegal activities by You; or
b) deliberate or criminal acts committed by You or Employees authorised by You.

14 Economic Sanctions

This Policy does not provide any cover or benefit for any business or activity to the extent that the provision of such cover, payment of any claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. For the avoidance of doubt any valid licence from the Office of Financial Sanction Implementation or similar authorised regulatory body shall have no bearing on this insurance, and this Policy will consider the sanction, prohibition or restriction to remain in force.

General Definitions

These definitions apply to this Policy. In addition, other more specific definitions apply under some of the Policy Sections and are stated in those Policy Sections.

Any word or expression to which a particular meaning has been given in the General Definitions in this Policy or in the Definitions within the Sections of this Policy shall have that meaning wherever it appears when commencing with a capital letter in this Policy or the relevant Section respectively.

Asbestos
Asbestos, asbestos fibres or any derivatives of asbestos.

Business
The business as stated in the Schedule.

For the purposes of Section 4: Employers Liability, Section 5: Public Liability and Section 6: Defective Workmanship & Sales Indemnity, this Definition is extended to include:
a) the ownership, repair, maintenance and decoration of the Premises.
b) private work undertaken by any Employee for You, or with Your consent, for any of Your directors, partners or Employees; and
c) the provision and management of canteen, sports, social and welfare organisations, for the benefit of Employees and fire, security, first aid, medical and ambulance services.

Clean Up Costs
The costs reasonably incurred under a statutory provision by:
a) a government agency or regulatory body; or
b) You, with Our written consent where a government agency or regulatory body would have required remediation;
in each case in carrying out action to curtail, minimise or remediate a Sudden Pollution or Contamination Incident in respect of which You are legally responsible.

Compensation Claim
Any sums which You become legally liable to pay as compensation to any data subject under and in accordance with Article 82 of the GDPR, or any equivalent legislation in the Channel Islands or the Isle of Man, or any similar or successor legislation, including the Data Protection Act 2018 (as may be amended from time to time).

Controller
Any natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data under relevant Data Protection legislation.

Customers' Vehicles
Any Motor Vehicle held in Your custody or control not being vehicles:
a) temporarily on Your Premises for passing trade; or
b) belonging to or hired (under a hire purchase agreement) by You, for which You have accepted responsibility.

Damage
Accidental loss, destruction or damage.

Employee
Any person while working for You in connection with the Business who is:
a) under a contract of service or apprenticeship.
b) under a contract of service or apprenticeship with another employer but who is hired or loaned by You.
c) a labour master or person supplied by them.
d) engaged by a labour only sub-contractor.
e) self-employed but performing work under a similar degree of control by You as if they were employed under a contract of service or apprenticeship with You.
f) a driver or operator of hired-in plant.
g) a trainee or person undergoing work experience, or
h) a voluntary helper.

GDPR
The General Data Protection Regulation (EU) 2016/679.

Keys
Any device used to open a lock including, but not restricted to, any electronic device key, card or remote-control transmitter.

Material or Non-Material Damage
Damages payable to any natural person whose rights have been infringed under Data Protection Regulations.

Motor Vehicle
Any:
a) mechanically propelled land vehicle; or
b) caravan, agricultural implement or trailer,
(including accessories and parts, attached to, stored within such vehicle, or detached and temporarily stored in Your Premises), relating to the Business.

Period of Insurance
The period stated in the Schedule during which We agree to provide You with cover under this Policy.

Policy
The contract of insurance which is formed of the following documents:
a) the terms and conditions of this Policy Booklet;
b) the Schedule; and
c) the Certificate of Motor Insurance

Pollution or Contamination
a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
b) All Damage or Bodily Injury, directly or indirectly caused by such pollution or contamination.

Premises
Premises at the address stated in the Schedule.

Property
Physical property.

Proposal
The information provided by You in compliance with Your obligations under the Insurance Act 2015 whether via email, telephone or letter to the broker You have appointed as Your agent.

Schedule
The schedule applicable to this Policy.

Statement of Fact
A document that We supply which confirms the information that You have provided to Us which We have used to form the basis of Your quotation.

Sudden Pollution or Contamination Incident
Pollution or contamination of buildings or other structures or of water or land or of the atmosphere caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place with the Territorial Limits during the Period of Insurance.
Provided that all pollution or contamination which arises out of one Sudden Pollution or Contamination Incident shall be considered by Us for the purposes of this Section to have occurred at the time such incident takes place.

Sum Insured
The sum insured as stated in the Schedule unless otherwise stated in this Policy.

Unattended
Where You, a director, partner, Employee or any sub-contractor are not able to keep Motor Vehicles or Plant or other equipment under observation at all times.
Motor Vehicles, Plant or other equipment in the custody of an Employee or sub-contract haulier for the purposes of transportation will not be deemed Unattended if such Employee or sub-contract haulier is taking a rest-break not exceeding 45 minutes.

Virus or Similar Mechanism
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. The definition of Virus or Similar Mechanism includes but is not limited to Trojan horses, worms and logic bombs.

We/ Us/ Our
The insurer shown as “Your Insurer” in the Important Information section of this Policy wording.

You/ Your
The person(s) or company named in the Schedule and, if applicable, the Employers’ Liability and/or Motor Certificate.

Section 1 | Road Risks

Definitions

The definitions which apply to this Section are in addition to the General Definitions.

Advanced Driver Assistance Systems (ADAS)

Integrated in-vehicle intelligent safety systems including, without limitation, those designed to use sensing capability to assist the driving process, improve crash avoidance and reduce crash severity.

Authorised Driver

A person shown in Your Certificate of Motor Insurance under persons or classes of persons entitled to drive.

Automated Vehicle

A vehicle defined by the Automated and Electric Vehicle Act 2018 as able to drive itself legally in the United Kingdom.

Autonomous Mode

A mode which allows the vehicle to drive itself legally, as allowed for under the Automated and Electric Vehicles Act 2018.

Certificate of Motor Insurance

The Certificate of Motor Insurance issued in connection with this Policy.

Comprehensive

Cover providing Indemnities 1, 2, 3, 4 and 5 under this Section unless otherwise stated on the Schedule. Cover for Indemnity 6 Windscreen / Window Damage is included if shown as insured on the Schedule.

Country Listed

Andorra, Austria, Belgium, , Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, , Hungary, Iceland, Italy, Latvia, , Liechtenstein, Lithuania, Luxembourg, Malta, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland.

Cyber Event

1. A failure of electronic equipment to correctly recognise, process or store any date; or
2. A hostile, malicious, illegal or transgressive act committed through electronic systems or (including but not limited to):
    a. a virus, meaning a program, code, programming instruction or any set of instructions intended to damage, interfere with or have a negative effect on computer programs, data or operations.
    b. hacking, meaning unauthorised access to any computer or other electronic equipment; or
    c. a denial of service attack, meaning any actions or instructions intended to damage, interfere with or affect the availability or performance of networks, network services, network connectivity or telecommunication systems.

Endorsed Excess

Any Excess which is applied by endorsement and stated in the Schedule.

The Endorsed Excess is payable in addition to any Voluntary Excess, Experienced Driver Excess, Inexperienced Driver Excess or Young Driver Excess that might apply.

Excess

The first part of each and every claim in respect of Damage arising out of any one original cause. All claims or series of claims arising out of any one original cause, will be treated as one claim.

Experienced Driver Excess

An Excess which is applicable to persons holding a full licence for a period of at least 1 year and who are 25 years of age or older.

In Vehicle Safety Technology

Electronics such as dashcams,, telematic equipment and driver coaching technology.

Inexperienced Driver Excess

An Excess which is applicable to persons holding a provisional licence or who have not held a full licence for a period of 1 year or who are 21 years of age or over but under 25 years of age.

Insured Vehicle

a) Any Motor Vehicle which is Your property or in Your custody or control which is being used for purposes permitted in Your Certificate of Motor Insurance.
b) An Insured Vehicle also includes any vehicle (mechanically propelled or otherwise) attached to a Motor Vehicle described in a) above for the purpose of being towed.

An Insured Vehicle does not include a vehicle:

i) privately owned by Your Employees or relatives or hired to them under a hire purchase agreement, except where the vehicle is in Your custody or control for sale, repair, testing, servicing, maintenance, cleaning or inspection.
ii) which is a vehicle transporter (or vehicle transporter and trailer) capable of carrying more than two vehicles at any one time, unless the vehicle is in Your custody or control for sale, repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment; or
iii) registered outside the Territorial Limits, unless in Your custody for repair, inspection or testing

OTA

An Over the Air update to software including Safety Critical Software and computer systems or vehicle settings which needs to be wirelessly installed in the Insured Vehicle.

Safety Critical Software

Software updates which, if not installed, would mean it was unsafe to use the Insured Vehicle.

Social, Domestic, Pleasure and Commuting Purposes

Use of an Insured Vehicle for any social, domestic or pleasure purpose and also including whilst such vehicle is being driven to and from the driver's permanent place of work for either part of the journey or the whole journey. This includes driving to and from a car park, railway station, or bus stop as part of the journey to the permanent place of work.

Software

Any software, Safety Critical Software, firmware, operating systems, electrical control systems, data, data storage materials, telecommunication links installed in, or connected to, the Insured Vehicle.

TPF&T (Third Party Fire and Theft)

Cover providing Indemnities 1, 2, 3, 4 and 5 under this Section unless otherwise stated on the Schedule, but, under Indemnity 1 Accidental Damage cover is restricted to Damage caused by fire, explosion or theft.

TPO (Third Party Only)

Cover providing Indemnities 2, 3, 4 and 5 under this Section unless otherwise stated on the Schedule.

Territorial Limits

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and any Country Listed (or during transit by sea between any ports between such Listed Countries including loading or unloading).

Type of Cover

Comprehensive, TPF&T or TPO.

Voluntary Excess

The amount of the Excess that You select in return for any reduction in premium that We allow. The Voluntary Excess is payable in addition to any Endorsed Excess, Experienced Driver Excess, Inexperienced Driver Excess or Young Driver Excess that might apply.

Cover

We will provide insurance for the Type of Cover specified as operative in the Schedule and described under this Section in respect of any Damage or injury occurring in the Territorial Limits during any Period of Insurance but excluding any Insured Vehicle whilst:

1 in or on the Premises;
2 within 200 meters of the Premises; or
3 any other place at which You are carrying on motor trade activities (other than a road or public highway within the meaning of the Road Traffic Acts).

Any word or expression to which a particular meaning has been attached in the Certificate of Motor Insurance shall also bear such meaning wherever it may appear in respect of this Section.

Indemnities

1 Accidental Damage

We will indemnify You against Damage to an Insured Vehicle and any accessories on such vehicle (other than in respect of Indemnity 6: Windscreen / Window Damage).

Excess under Indemnity 1: Accidental Damage

We shall not be liable under Indemnity 1 for the amount of any Excess. Depending upon who is driving the Excess may be the sum of:

a) any Endorsed Excess We have applied, plus
b) any Voluntary Excess You have selected, plus
c) the Experienced Driver Excess or Inexperienced Driver Excess that applies.

Extensions to Indemnity 1: Accidental Damage

The insurance provided by Indemnity 1 extends to include the following:

A Lock Replacement (Insured Vehicles)

The cost of replacing locks or lock mechanisms, and all Keys of any legitimate format necessary to maintain the security of Insured Vehicles following theft of such Keys by forcible and violent means, subject to the amount payable under this Extension not exceeding £2,500in total for all claims or series of claims, arising out of any one original cause.

B New Vehicle Concession Insured Vehicles

If within one year of registration as new, any Motor Vehicle insured for Damage under this Section is:

a) lost by theft and not recovered within 30 days of such theft being notified to Us by You; or
b) Damaged to the extent that the cost of repairs will exceed 50% of the manufacturer's recommended retail price plus taxes immediately prior to such Damage and the claim will be settled as a total loss,

We will pay for the cost of purchasing a new replacement vehicle of the same make and model.

Provided that:

i) payment shall have been made or liability admitted for such Damage;
ii) You provide Your consent to such a replacement;
iii) such a replacement vehicle is available in the United Kingdom; and
iv) the total amount We will pay under this Extension is limited to the maximum single vehicle limit specified in the Schedule .

If a replacement vehicle isn't available in the United Kingdom, We will pay the price paid for the Insured Vehicle, or the manufacturer's current UK list price or the maximum single vehicle limit specified in the Schedule whichever is less.

Thereafter the lost or damaged Insured Vehicle shall be Our property.

C Insured Vehicles Held for Sale

If a new Insured Vehicle held for sale by You is Damaged to the extent that it necessitates a:

a) declaration of such Damage to a prospective purchaser; and
b) discount be offered to make a sale,

We will consider such a discount as forming part of the claim.

Provided that:

i) We agree the level of discount necessary to make the sale; and
ii) the total payment in respect of such discount will be limited to a maximum of £5,000 any one Insured Vehicle.

D Loss of Use (Customers' Vehicles)

Costs and expenses incurred by any customer with Our written consent on being deprived of the use of a Motor Vehicle following such vehicle's Damage (where insured by this Section) but only during a reasonable period necessary to allow for repair or replacement of such vehicle.

Provided that:

a) Repairs to the customer's vehicle proceed with no unnecessary delay.
b) Our maximum liability under this Extension shall not exceed £10,000 in total for all claims or series of claims, arising out of any one original cause.
c) Cover for such claim is not already provided under the Loss of Use (Customers' Vehicles) Extension under Section 2: Material Damage of this Policy.

E Vehicles with Sub-Contractors

Notwithstanding anything to the contrary under "Persons or classes of persons entitled to Drive" specified in the Certificate of Motor Insurance, Indemnity 1 is extended in the event of an Insured Vehicle sustaining Damage whilst in the possession of one of Your sub-contractors for the purpose of work being carried out on such vehicle on Your behalf and there being no other insurance covering the same Damage.

We shall not be liable under this Section for Damage to such vehicle whilst in, or on, the business premises of any sub-contractor.

F Contract Price

In respect of any Insured Vehicle sold but not delivered, for which You remain responsible where, following Damage, the sale contract is cancelled by reason of such vehicle's condition following Damage, Our liability will be based on the contract price subject to this not exceeding the Maximum Vehicle Limit stated in the Schedule for any one vehicle.

G In Vehicle Safety Technology

We will pay up to £250 for loss of or damage to In Vehicle Safety Technology whilst in or on the Insured Vehicle.

We will not pay for

a) any item for which indemnity is provided under Indemnity 2 – Damage.
b) the cost of reinstating or replacing data of any type that was held in or stored on any equipment in the Insured Vehicle.
c) any Damage where the Insured Vehicle is left unlocked; and
d) the first £50 of any Damage.

Exclusions to Indemnity 1: Accidental Damage

We shall not be liable for:

1 loss of use, loss of market value following repair, depreciation, deterioration, wear and tear.
2 mechanical, electrical, electronic or computer failures or breakdowns including failure caused by hacks, viruses or malware as a result of a Cyber Event.
3 damage to tyres by punctures, cuts, bursts or by application of brakes.
4 loss of accessories of a motor cycle unless stolen with the motor cycle itself.
5 loss of an Insured Vehicle resulting from deception by a purported purchaser or their agent.
6 loss of an Insured Vehicle and its contents when left Unattended at any time unless the ignition Key is removed and all doors, windows and other openings have been closed and locked.

Basis of Claim Settlement under Indemnity 1: Accidental Damage

1 We may, at Our option, repair or replace an Insured Vehicle or its accessories or make a settlement in cash not exceeding the replacement value at the time of the Damage, but We shall not be liable to pay a greater sum than the Maximum Vehicle Limit stated in the Schedule in respect of any one Insured Vehicle. If any damaged part or accessory is unobtainable, the basis of settlement shall be the manufacturer's last list price.
2 You may authorise repairs if the estimated cost does not exceed £500, provided that We are notified, parts are retained for inspection, and a detailed estimate is supplied immediately.
3 If an Insured Vehicle is the subject of a hire purchase agreement, any settlement in cash may be made to the legal owner whose receipt will constitute a discharge.
4 We will pay the reasonable cost of removal of an Insured Vehicle to the nearest repairers after such Damage and of delivery of an Insured Vehicle to Your address when repairs have been completed.
5 If the insurance provided by Indemnity 1: Accidental Damage is also covered by another policy(or would be covered but for the existence of this indemnity) We will only pay our proportionate share of the loss, However, this Claims Settlement Condition will not impose on Us any obligation to make payments where We would have been relieved of a liability to indemnify by virtue of the application of any of the Conditions or Exclusions applicable to Section 1 Road Risks.

2 Liability to Third Parties

1 Indemnity to You

We will indemnify You in the event of an accident caused by or in connection with an Insured Vehicle, against liability at law for damages in respect of:

a) death of, or bodily injury to, any person; or
b) loss, destruction or damage to property but the indemnity against liability for such loss, destruction or damage, including any indirect loss, destruction or damage, is limited in respect of any one claim or series of claims arising out of any one event to the Third Party Property Damage Limit stated in the Schedule.

2 Indemnity to other persons

We will also cover in terms of item 1 of Indemnity 2:

a) any Authorised Driver driving on Your order or with Your permission;

b) the personal representatives of any person indemnified by this section in the event of their death;
c) any person using (but not driving) an Insured Vehicle with Your permission for Social, Domestic, Pleasure and Commuting Purposes or other purposes, provided such use is permitted by the terms of the Certificate of Motor Insurance;
d) the owner of an Insured Vehicle; and
e) any passenger whilst travelling in or getting into or out of an Insured Vehicle,

provided that such persons observe and fulfil the terms of this Policy in so far as they can apply.

Extensions to Indemnity 2: Liability to Third Parties

The insurance provided by this Indemnity 2 extends to include the following:

A Cross Liabilities

Where You comprise more than one party, We will treat each party insured as if a separate Policy had been issued to each, provided that Our maximum liability for loss, destruction or damage shall not exceed in the aggregate the limits stated in the Schedule under item 1 b) of Indemnity 2.

B Indemnity for Trailers

We will also cover in the terms of item 1 b) of Indemnity 2 Your legal liability for any trailer which is detached from any vehicle but only in so far as it is necessary to meet the requirements of any law relating to compulsory insurance in the territory concerned and provided that the insurance of the trailer is Your responsibility.

C Indemnity for Driving Other Vehicles

We will also cover in the terms of item 1 of Indemnity 2 the legal liability of You and any of Your partners or directors while driving any motor vehicle not belonging to You or hired (under a hire purchase agreement) to You or any of Your partners or directors, provided such motor vehicle is being used with the permission of the owner of the vehicle and within the "Limitations as to use" specified in the Certificate of Motor Insurance.

D Indemnity for Movement of Other Vehicles

We will also indemnify You against legal liability to pay for death, bodily injury or loss, destruction or damage (including loss, destruction or damage to the vehicle being moved), arising out of the movement of vehicles not belonging to You or in Your custody or control with or without the owner's permission, by You or any partner, director or Employee, for the purpose of:

a) parking.
b) loading or unloading; or
c) allowing free passage of any Insured Vehicle.

E Court Attendance Costs

We will, in the event of any of the under- noted persons attending court as a witness at Our request, in connection with a claim (in respect of which You are entitled to indemnity under Indemnity 2), pay compensation to You at the following rates per day for each day on which attendance is required:

a) any of Your directors or partners £250
b) any Employee £100.

F Third Party Contingent Liability

Notwithstanding anything to the contrary in the "Persons or classes of persons entitled to Drive" and "Limitations as to use", specified in the Certificate of Motor Insurance, item 1 of Indemnity 2 is extended to indemnify You in respect of:

a) any Motor Vehicle belonging to You and driven by any Employee for purposes of Your Business.
b) an Insured Vehicle being driven by or in the charge of any of Your sub-contractors, and
c) an Insured Vehicle loaned or hired to a customer by You for purposes of the customer's business or for the customer's social, domestic and pleasure use, but only whilst the customer's own vehicle is in Your possession for repair or servicing, pending redelivery to the customer.

Provided that there is no other insurance in force to cover the liability.

G Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You against legal costs and expenses, incurred with Our prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to be committed in the course of the Business during the Period of Insurance.

Provided that:

a) Our liability under this Extension shall be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance.
b) this Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
c) We must consent to the appointment of any solicitor or counsel, acting on Your behalf.
d) You shall immediately notify Us of receipt of any summons or other process, served upon You, which may give rise to proceedings arising from the cover under this Extension; and
e) before We consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by Us shall be supplied by You.

We will have no liability under this Extension:

i) if You have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide.
ii) for any fines or penalties, of any kind; or

iii) where You can obtain indemnity for the costs of defending criminal proceedings in relation to corporate manslaughter, or corporate homicide, from any other source or insurance or where, but for the existence of this Extension, You would have obtained indemnity from any other source or insurance.

H Health and Safety at Work etc. Act 1974

We will indemnify You and, at Your request, any director, partner or Employee, against legal costs and expenses, incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed in the course of the Business during the Period of Insurance.

We will also pay prosecution costs for which You are legally liable and any other costs in appealing against any judgment given.

Provided that this indemnity shall not apply:

i) to the payment of any costs or expenses incurred without Our written consent; or
ii) to the payment of fines or penalties.

I Sudden Pollution or Contamination

Our liability under this Section for all damages (including interest) payable in respect of a Sudden Pollution or Contamination Incident which is deemed to have occurred during any Period of Insurance, shall:

a) include cover for Clean Up Costs, providing such costs are not incurred in remediating property owned by, or in Your custody or control; and
b) not exceed £250,000 in the aggregate for any one Period of Insurance.

Exclusions to Indemnity 2: Liability to Third Parties

We shall not be liable:

1 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, except for any passenger who is being carried in or upon or entering or getting on to or alighting from the Insured Vehicle whilst such vehicle is on a road, as described in the Road Traffic Acts. Such passenger shall not be the driver or a person in charge of the Insured Vehicle for the purpose of driving.

2 for loss, destruction or damage to an Insured Vehicle or to any property belonging to or held by You in trust or in Your custody or the custody of a person claiming to be indemnified or being conveyed by such vehicle.

3 in connection with the loading or unloading of an Insured Vehicle beyond the limits of the carriageway by any person other than the driver or attendant of that vehicle.

4 if there is any other insurance in force covering the same liability (or would be covered but for the existence of this Indemnity 2 Liability to Third Parties, We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had this indemnity not been effected.

5 whilst the Insured Vehicle is within the precincts of that part of an airport or aerodrome, to which aircraft have access or are housed.

6 legal liability in respect of Pollution or Contamination, other than that caused by a Sudden Pollution or Contamination Incident and covered by Extension I Sudden Pollution or Contamination of this Indemnity.
This exclusion shall not apply in so far as necessary to meet the requirements of any compulsory motor insurance legislation operative within the Territorial Limits.

7 in respect of any accident, injury, loss, destruction or damage, of whatsoever nature or any costs or expense whatsoever directly or indirectly caused by, or contributed to by, or arising from, Terrorism except so far as is necessary to meet the requirements of the Road Traffic Acts.
Terrorism shall mean an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes, or any action taken in controlling, preventing or suppressing or in any way relating to such act or acts.

3 Legal Costs

We will also pay any legal costs incurred with Our written consent in respect of any event which is being dealt with as a claim under Indemnity 2: Liability to Third Parties. This includes the cost of representation at any Coroner’s Court or Fatal Accident Inquiry and of defending any proceedings arising from death or in a Court of Summary Jurisdiction.

If We elect to pay the full limit of indemnity in respect of any claim then the costs payable by Us under this Indemnity 3 shall be those incurred up to the date We notify You of such election.

4 Emergency Treatment

We will indemnify any person in respect of emergency treatment as required by the Road Traffic Acts resulting from any event which this Section insures.

5 Unauthorised use

This Section extends to indemnify You if any person, other than an Authorised Driver, uses Your Vehicle without authority, provided that You are not party to such unauthorised use.

6 Windscreen / Window Damage

We will indemnify You in respect of windscreen or window breakage (including any resultant scratching of the bodywork) of any Insured Vehicle.

At Our option We may repair or replace the windscreen or window or make a settlement in cash, subject to there being no other loss, destruction or damage to the Insured Vehicle.

Provided that:

a) A payment under Indemnity 6, Windscreen/ Window Damage shall not affect any entitlement to no claims discount.

b) You must pay the Excess for windscreen Damage shown in the Schedule.

Conditions applicable to this Section

1 You must take all reasonable precautions to prevent accidents, injury, loss, destruction and damage including but not limited to:

a) maintain an Insured Vehicle in an efficient and roadworthy condition.

b) installing Software to the Insured Vehicle as requested, notified or published by the manufacturer or software provider as soon as reasonably possible.

c) ensuring the recalibration of any windscreen and/or advanced driver assistance systems of the Insured Vehicle is completed by a qualified technician as soon as reasonably possible when required to do so.

d) ensuring the recharging of the Insured Vehicle is in accordance with manufacturers' guidance.

2 We shall have full access at all reasonable times to examine an Insured Vehicle.

3 You or any person whose liability We may cover shall repay to Us any sum which We have paid solely because of the law of the country in which this Section operates and which We would not otherwise have paid. Similarly, You or any person whose liability We may cover shall repay to Us any sum which We have paid solely because of any agreement with the Motor Insurer's Bureau. Such rights of recovery will be pursued against You or any person whose liability We may cover.

4 In relation to the Motor Insurance Database, You must:

a) ensure that You retain the Niche Cover portal log-in details in a safe place;

b) not disclose the log-in details to any person other than an Employee of Your Business;

c) arrange for details of all relevant vehicles to be provided in electronic format to the Motor Insurance Database via the Niche Cover portal upon inception of this Policy; and

d) ensure that Your vehicle list is kept up-to-date with any additions or deletions that occur throughout the Period of Insurance.

If you fail to keep Your vehicle list up to date You may be liable for a fine or at risk of the police seizing Your vehicle.

Exclusions applicable to this Section

The Section does not cover, and We shall not be liable for:

1 any accident, injury, loss, destruction or damage, whilst an Insured Vehicle is:

a) being used other than in accordance with the "Limitations as to use" specified in the Certificate of Motor Insurance or is being driven by, or for the purpose of being driven is in the charge of, any person other than an Authorised Driver.

b) being driven by an Authorised Driver unless such driver holds a licence to drive such vehicle and is not disqualified for holding or obtaining such a licence.

c) being driven with Your consent or that of Your representative by any person who, to Your or their knowledge, does not hold a licence to drive such vehicle, unless such person has held and is not disqualified from holding or obtaining such a licence.

d) being driven in an unsafe or unroadworthy condition.

2 legal liability under any contract which would not have attached in the absence of such contract, unless We shall have full conduct and control of any claim.

3 any accident, injury, or Damage (except under Indemnity 2) arising in consequence of:
a) an earthquake; or
b) riot or civil commotion arising elsewhere than in Great Britain, the Channel Islands or the Isle of Man.

4 any accident, injury, or Damage arising out of participation in, or practice for, motor sports determined by time or speed, or arising at any part of any premises where such motor sports or practice for them is taking place.

5 any proceedings brought or judgment obtained against You or any person covered by this Section in any court outside the United Kingdom, unless such proceedings are brought or judgment is obtained in the court of a foreign country arising out of the use of the Insured Vehicle in that foreign country, and We have agreed to extend cover under this Section to cover such foreign use; or

6 death, injury, or Damage where the Insured Vehicle is an Automated Vehicle and at the time of an accident is being driven or used in Autonomous Mode where You or any other person entitled to indemnity under this policy:
a) has failed to install or permit the installation of any Safety Critical Software updates, including any OTA updates relating to the functioning of the Insured Vehicle as an Automated Vehicle which You, or any other person entitled to indemnity, ought reasonably to have known that failure to install such Software or OTA updates could compromise the safety of the Insured Vehicle; or
b) has made or has permitted alterations to any Safety Critical Software or OTA updates which relates to functioning of the vehicle as an Automated Vehicle, except those made available by and/or approved by the manufacturer of the Insured Vehicle.

7 death, injury or Damage directly or indirectly caused by You or any driver insured to drive the Insured Vehicle arising as a result of a deliberate and/or unlawful act.

8 death, injury or Damage directly or indirectly caused by:
a) the use of a remote parking function and/or vehicle summon system unless the Authorised Driver has a clear view of the Insured Vehicle.
b) modification of any Advanced Driver Assistance Systems (ADAS) functionality or component(s) of such system that is not in accordance with the original vehicle manufacturer guidance or technical specification.
c) Damage which would have been avoided or mitigated but for the failure to satisfactorily recalibrate any windscreen and/or Advanced Driver Assistance Systems (ADAS)

9 any accident, injury or Damage caused by, or to, any of the following vehicle types which are Your property or in Your custody or control:
a) agricultural vehicles
b) Q plate vehicles
c) commercial vehicles with a gross vehicle weight over 7.5 tonnes
d) kit cars
e) steam driven vehicles
f) vehicles with more than 7 passenger seats
g) motorcycles with an engine size greater than 600cc
h) vehicle transporters capable of carrying more than 2 vehicles

10 any accident, injury or Damage caused by, or to, any vehicles which are Your property or in Your custody or control manufactured by any of the following brands:

a) Bugatti
b) Ferrari
c) Koenigsegg
d) Lamborghini
e) McLaren
f) Noble
g) Pagani
h) Spykar
i) Rolls Royce

This exclusion shall not apply to any Customer Vehicle temporarily in Your possession for the purpose of service or repair.

No Claims Discount

What You need to do

After You purchase Your Policy You will need to provide Us with proof of Your No Claims Discount (NCD) entitlement in the form of Your latest renewal invitation or letter from Your previous insurer, which confirms the cancellation of Your policy and the NCD entitlement. You must send this to Us within 30 days of the Effective Date of Your Policy as shown in the Schedule otherwise We will cancel Your Policy. Please refer to General Condition 8 Cancellation of this Policy.

What happens to Your NCD if a claim is made under this Section?

If We have been unable to recover all of Our losses in relation to a claim (known as a 'fault' claim), Your NCD entitlement will be reduced at renewal by the amount shown in the table below.

NCD entitlement at the start of the period of insurance	NCD entitlement at renewal per fault claim	
	1 claim	2 claims
0 – 2 years	Nil	Nil
3 years	1 year	Nil
4 years	2 years	Nil
5 or more years	3 years	Nil

Important information

If You allow someone to drive Your vehicle when they are not permitted to do so by the Motor Certificate and they are involved in an incident that results in a fault claim, Your NCD will be reduced by the above amount.

The following claims will not affect your NCD

a) Any claim under Indemnity 4 Emergency Treatment.
b) Any claim under Indemnity 6 Windscreen / Window Damage.
c) Claims where We have been able to recover all of Our losses on Your behalf, also referred to as 'non fault' claim; and
d) Claims where the third party responsible for the Damage has been identified and they are not insured providing We have received the third party driver's contact details and their vehicle registration number.

What happens if You don't make a claim?
Your NCD entitlement will increase by one year every time this policy is renewed, up to a maximum of 9 years.

NCD Protection

If You have 1 or more years NCD, You may be able to protect it for an additional premium. If You do, your NCD will not be reduced as shown in the above table regardless of the number of claims You make. You can only add NCD protection at the start of Your Policy or at renewal.

Section 2 | Material Damage

Definitions

The definitions which apply to this Section are in addition to the General Definitions.

Customers' Goods
Property (not being Motor Vehicles) held in Your custody or control, including the contents of Customers' Vehicles (unless otherwise more specifically insured), for which You have accepted responsibility.

Computer Equipment
All electronic equipment used for the storage and communication of electronically processed data including peripheral devices, interconnecting wiring, fixed disks, telecommunications equipment, computerised telephone systems, electronic access equipment, and electronic point of sale systems.
Computer Equipment shall not include:
a) Computer Equipment controlling manufacturing processes; or
b) Computer Equipment manufactured for sale or held as stock for sale,
owned by or on deferred purchase, leased, hired or rented to You or whilst on trial with a view to purchase by You.

Plant, Machinery, Trade Fixtures and Fittings (including all other contents)
a) machinery, plant, fixtures, fittings, other trade equipment and any charger and cables for electrically powered Motor Vehicles installed at the premises
b) office equipment and other contents (other than Computer Equipment) at the Premises;
c) electronic vehicle diagnostic equipment (other than hand-held equipment);
d) patterns, models, moulds, plans and designs;
e) documents, manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to You of the information contained therein; and
f) Your directors,' partners,' visitors' and Employees' personal effects in so far as they are not otherwise insured, for an amount not exceeding £250 for any one person any one claim,
all Your property or property held in trust by You or for which You are responsible, but excluding Motor Vehicles and tools.

Property Insured
The items stated in Section 1: Material Damage in the Schedule.

Reinstatement
a) the replacement of property lost or destroyed; or
b) the repair or restoration of property damaged,
in either case to a condition substantially the same as but not better or more extensive than its condition at the time of Damage.

Stock in Trade
Stock in trade items (not being Motor Vehicles) which are Your property or held in trust or on commission and for which You are responsible relating to Your Business of selling and maintaining motor vehicles.

Vehicle Audio/Pictorial Equipment including DVDs, CDs and videos
Audio, pictorial and satellite navigation equipment, designed to form a fixture within a Motor Vehicle including DVDs, CDs and videos, which are Your property or held in trust or on commission for which You are responsible.

Your Vehicles
Any Motor Vehicle which is Your property, including those leased or on consignment from manufacturers or distributors or held on commission for which You are responsible.

Basis of Valuation

In valuing the Property Insured to ensure that We are able to provide a full and complete indemnity, You should value:

1 Stock in Trade and Motor Vehicles

a) Stock in Trade should be valued at the cost to You of the purchase of such stock. Stock held in trust or for sale on commission should be included in the valuation at the purchase price You would have otherwise paid.
b) Motor Vehicles held for sale should be valued at the purchase cost to You plus the value of any work done to such Motor Vehicles to prepare them for sale. Vehicles that are less than 12 months old should be valued on their new replacement cost less manufacturer's discounts.
c) In valuing Motor Vehicles, You should make due allowance for the maximum value of Your Customers' Vehicles that are likely to be held in Your custody or control at any moment in time.

You should include VAT in the valuation of such Stock in Trade and Motor Vehicles if You are not registered for VAT and exclude VAT from such calculation if You are registered for VAT.

2 All other Property

All other property should be valued at the new replacement cost at the time of the loss. If the Property Insured is likely to require reinstallation, an allowance should be included for Your best estimate of the likely reinstallation costs.

Indemnity

In the event of Damage at the Premises to Property Insured or in the event of Damage to Your Vehicles or Customers' Vehicles parked within 200 meters of the Premises, in connection with the Business occurring during the Period of Insurance, We will pay You the value of such Property Insured or the amount of the Damage at the time of such Damage or, at Our own option, reinstate or replace such property.

Provided that:

1 Our liability under this Section in total for all claims or series of claims, arising out of one original cause, shall not exceed the Sum Insured for each item (or any other stated limit of liability); and
2 unless otherwise stated, the Sum Insured (or any other stated limit of liability) applies in the aggregate to property collectively described by each item under this Section.

Basis of Claim Settlement

1 Stock in Trade and Motor Vehicles

We will settle any claim for Damage on the same basis upon which such property is valued up to the Sum Insured for each item.

2 All other Property

We will pay the cost of Reinstatement, provided that:

a) The work of Reinstatement must begin and be carried out as quickly as possible. We will not pay additional costs due to unreasonable delay.
b) Where parts are no longer available to repair the Damaged Property Insured, We will pay the costs that would otherwise have been incurred for the equivalent repair to similar property for which parts remain available at the manufacturer's listed prices.
c) If the property Damaged is Computer Equipment, and such property:
    i) is lost or destroyed beyond economic repair, We will pay for its replacement by new Computer Equipment of equal performance and/or capacity but if this is not possible, by Computer Equipment with the nearest higher performance and/or capacity; or
    ii) can be economically repaired, We will pay for the repair of the Computer Equipment to its condition when new.
d) In the event of partial Damage to Property Insured Our liability for any loss shall not exceed the cost which would have been incurred had such property been totally destroyed.
e) You shall at Your own expense provide all such plans, documents, books and information as may be reasonably required by Us
f) We will not indemnify You if You:
    a) do not incur the cost of Reinstatement of the Property Insured; or
    b) or someone acting on Your behalf, has insured the property under another policy which does not include a similar basis of reinstatement clause.

Extensions

We also cover the following:

A Damage in Transit

The insurance under this Section is extended to include Stock in Trade being transported by You, Your Employees or a third-party carrier anywhere within the Territorial Limits up to the limits shown in the Schedule, provided that:

a) We shall not be liable for Damage during transit due to:
    i) Wear and tear, deterioration, contamination, mildew, damp, rust, corrosion, insect or vermin.
    ii) Inherent vice, latent defect, action of light or atmospheric or climatic conditions.
    iii) Spillage, leakage, evaporation, loss of weight or shrinkage.
    iv) mechanical and/or electrical derangement or breakdown.
    v) electrical or magnetic injury, disturbance or erasure, of electronic records; or
    vi) breakdown of refrigeration and/or insufficient insulation, unless caused by, or directly traceable to, fire lightning, collision or overturning of the conveying vehicle.
b) Damage whilst in possession of a third-party carrier where such carrier is responsible for providing their own insurance covering such property.

B Other Interests

The interests of third parties which You are required to cover under the terms of any mortgage, property lease or hiring, leasing or hire purchase agreement, are covered under this Section subject to notification by You to Us as soon as is reasonably practicable.

C **Non-Invalidation**

This insurance shall not be invalidated by any act or omission or by any alteration, whereby the risk of Damage is increased in circumstances where You are unaware of the change unless such change in risk is due to the act or omission of an Employee in circumstances where You ought reasonably to be aware of such increase in risk.

Immediately upon becoming aware that the risk has increased You shall give notice to Us and pay an additional premium We may require.

D **Subrogation Waiver**

In the event of a claim arising under this Section, We agree to waive any rights, remedies or relief, to which We might become entitled by subrogation against:

a) any company which is Your parent or subsidiary; or

b) any company which is a subsidiary of Your parent,

in each case within the meaning of the Companies Act 2006 or Companies (Northern Ireland) Order, as applicable, at the time the Damage occurs.

E **Lock Replacement (Motor Vehicles)**

The cost of changing locks or lock mechanisms and all Keys necessary to maintain the security of Motor Vehicles following theft of such Keys by forcible and violent means.

Provided that Our maximum liability under this Extension as a result of any one event of such theft shall not exceed £2,500 in the aggregate.

F **Contract Price**

In respect only of goods sold but not delivered and for which You are responsible, subject to a sale contract, which following Damage, is cancelled solely by reason of the condition of such goods following Damage, Our liability will be based on the contract price. For the purposes of this insurance, the value of all goods to which this Extension could apply in the event of Damage will be ascertained similarly.

G **New Motor Vehicle Concession**

If within one year of registration as new, any Motor Vehicle insured for Damage under this Section is:

a) lost by theft and not recovered within 30 days of such theft being notified to Us by You; or

b) Damaged to the extent that the cost of repairs will exceed 50% of the manufacturer's recommended retail price plus taxes immediately prior to such Damage and the claim will be settled as a total loss,

We will pay for the cost of purchasing a new replacement vehicle of the same make and model.

Provided that:

i) payment shall have been made or liability admitted for such Damage;

ii) You provide Your consent to such a replacement;

iii) such a replacement vehicle is available in the United Kingdom; and

iv) Our total payment will be limited to the maximum single vehicle limit specified in the Schedule .

If a replacement vehicle isn't available in the United Kingdom, We will pay the price paid for the Insured Vehicle, the manufacturer's current list price or the maximum single vehicle limit specified in the Schedule whichever is less.

Thereafter the Damaged Insured Vehicle shall be Our property.

H Depreciation in Value (Stolen New Motor Vehicles)

If a new Motor Vehicle insured by this section is held for sale by You and is lost by theft but such vehicle is then recovered undamaged and such theft necessitates:

a) a declaration of such to a prospective purchaser;
b) and a discount to effect a sale,

We will consider such discount as forming part of the claim under this Policy.

Provided that:

i) We have agreed the level of discount necessary to effect the sale; and
ii) the total payment in respect of such discount will be limited to a maximum of £5,000 for such Motor Vehicle or 10% of the new Motor Vehicle value, whichever is the less.

I Loss of Use (Customers' Vehicles)

Costs and expenses incurred by any customer with Our written consent on being deprived of the use of a Motor Vehicle following such vehicle's Damage (where insured by this Section) but only during a reasonable period necessary to allow for repair or replacement of such vehicle.

Provided that:

a) Repairs to the customer's vehicle proceed with no unnecessary delay.
b) Our maximum liability under this Extension shall not exceed £10,000 in total for all claims or series of claims, arising out of any one original cause.
c) We have not already covered the Claim under the Loss of Use (Customers' Vehicles) Extension contained in Section 1: Extension D Road Risks of this Policy.

J Fraud/Trick/False Pretence

Theft of Motor Vehicles from the Premises during Business Hours by fraud, trick or pretence not arising from:

a) the wilful parting with title for such Motor Vehicle.
b) unaccompanied demonstration; or
c) theft by You or any of Your directors, partners or Employees.

Our maximum liability under this Extension shall not exceed £5,000 in total for all claims or series of claims, arising out of any one original cause.

Clauses

The following Clauses apply to this Section.

1 Designation

For the purpose of determining, where necessary, cover is provided by this Policy for any item of property insured, We agree to accept the designation under which such property has been entered in Your books.

2 Workmen

Workmen are allowed in and about the Premises for the purpose of carrying out new works or alterations, repairs, decoration, plant installation or general maintenance without prejudice to the terms, definitions, conditions. clauses and exclusions, of this Policy.

3 Reinstatement of Losses

Unless written notice to the contrary is given by either Us or You, the Sums Insured (or any other stated limit of liability) under this Section shall not be reduced by the amount of any loss.

This Clause does not apply where the Sum Insured (or any other stated limit of liability) is applied as a maximum in any one Period of Insurance.

Conditions

The following Conditions apply to this Section.

1 Minimum Standards of Protection

For the cover under this Policy to apply the following protections must be fitted to the under mentioned openings at the Premises and put into full and effective operation at all times when the Premises is left unattended:

a) All easy to reach windows or openings someone could get in through are fitted with key operated locks. This includes all windows, skylights and other openings that are accessible from ground level or without the use of a ladder, such as from a balcony, porch, single storey extension or next to a drainpipe.

b) The last door You use when leaving the Premises is secured by either:
   - i) a lock certified to British Standard BS3621. or
   - ii) a multi-point locking system with a minimum of three locking points.

c) External sliding doors secured by anti-lift devices and either:
   - i) a hook lock certified to British Standard BS3621;
   - ii) a multi-point locking system with a minimum of three locking points; or
   - iii) any lock plus two internal key operated patio door locks or key locking bolts at the top and bottom.

d) External double doors are secured as follows:
   The first closing door is secured both at the top and bottom with either:
   - i) a key operated security bolts that operate vertically into the door frame; or
   - ii) flush bolts mounted on the door edge and concealed when doors are closed.

   The second closing door is secured with either:
   - i) a lock certified to British Standard BS3621;
   - ii) a multi point locking system with a minimum of three locking points; or
   - iii) any lock plus key operated security bolts that operate vertically into the door frame at the top and bottom.

e) All other external doors, including doors accessing the Premises from a garage, need to be secured either:
   - i) as stated in (b) above; or
   - ii) by any lock plus internal key operated security bolts at the top and bottom.

f) Garages and outbuildings are fitted with a key operated lock or locking system. If the garage door is an up-and-over door then either:
   - i) security locking bolts should be fitted to either side of the door so that the bolt penetrates into the door frame, or
   - ii) a ground lock should be bolted to the floor in front of the door to prevent the door

being raised; or

If the garage door is a roller-door then either:

i) bullet or pin locks are fitted to the inside of the door, or
ii) an external lock be fitted such as a Bulldog GR500 Roller Shutter door lock that physically locks the door to the ground.

g) All keys are removed from locks and taken away from the Premises or placed out of sight.

2 Keys

a) All Unattended Motor Vehicles must be securely locked and all windows and similar openings tightly closed with the vehicle Keys removed from such vehicle; and
b) All Keys to Unattended Motor Vehicles must be kept in a securely locked place out of sight of the public.

3 Motor Garage Condition

a) All oily and/or dirty waste and greasy cloths be kept in metal receptacles, with metal lids and removed outside the buildings every night and completely removed from the Premises at least once a week.
b) All cellulose paint or other paint with a flash point below 32 degrees centigrade must be stored in tightly sealed containers in a cool, dry and well-ventilated place which is at least five metres away from any potential source of ignition and in its original container.
c) No woodworking by power be undertaken.
d) All battery charger benches must be covered with slate, glass, tile or other non-conducting and non-porous materials. There must be no overnight charging of batteries unless the battery forms part of a hybrid or electric type vehicle in which case the vehicle and charger must be outside the building and:
   i) a minimum distance of at least 2 metres must be clear of waste, vegetation, storage of stock, and any combustible materials; and
   ii) a minimum distance of at least 5 metres away from any external combustible or flammable storage areas, such as waste compounds, pallet storage, gas cylinder cages or the like.
e) No motor spirit with a flash point below 32 degrees centigrade other than 45 litres be kept except under the following conditions:
   i) in or on any vehicle for the use of such vehicle only.
   ii) in closed tins in a compartment constructed of non-combustible materials, providing a fire resistance of at least 2 hours and having a closely fitting door; or
   iii) in an enclosed underground tank filled and emptied by hose connection or pump only.

4 Paint Spraying Conditions

No spraying of cellulose or other paints with a flash point below 32 degrees Centigrade be done unless:

a) it will not exceed one hour in any working day.
b) all stocks of paints and thinners be kept in sealed cans within a lockable metal cabinet with only working quantities removed at any time; and
c) all heating appliances be turned off fifteen minutes before such spraying is to commence and will remain turned off during the spraying and for fifteen minutes after the spraying ceases.

5 Welding Condition & Precautions

No welding or flame cutting equipment be used unless:

a) all welding is carried out in a well-ventilated area well away from any item containing flammable substances.
b) all flammable trim, upholstery and other loose combustible material is removed from areas to be cut or welded to a place of safety.
c) tyres are removed from any wheel which is to be cut or welded.
d) fuel lines and other combustible materials which cannot be removed are adequately shielded using a suitable incombustible heat resistant material.
e) any fuel tanks which may be affected by welding or cutting repairs are emptied and removed ensuring that:
    i) all fuel is drained into storage containers suited for the purpose and no ignition sources (including unsealed electrical fittings) are in the vicinity during the drainage operation.
    ii) the vehicle ignition is switched off; and
    iii) fuel is never removed over an inspection pit.
f) welding screens are used at all times.
g) effective non return valves and flame arrestors are used on oxyacetylene welding equipment.
h) a suitable multi purpose fire extinguisher is kept available for immediate use within 5 meters of the area in which equipment is to be used.
i) all welding and/or cutting equipment is subject to regular maintenance and safety checks; and
j) a thorough examination is made in and about the area in the work has been undertaken immediately after each period of work to ensure that there is no smouldering or damaged combustible material.

6 Portable Space Heaters Condition

No portable space heater be used unless:

a) it is not sited on combustible floors or surfaces.
b) it is not sited in areas where flammable fumes are present;
c) it is not refilled whilst in operation if operated by oil;
d) combustible material is kept at least one metre away; and

7 Fire Extinguishing Appliances

Fire extinguishers must be provided in accordance with the current UK fire safety regulations. Fire extinguishing appliances must kept in efficient working order and maintained according to the manufacturers' guidelines.

8 Electrical Inspection Condition – Competent Person:

The electrical installation at the Premises must be inspected and tested by a Competent Person at intervals not less than the intervals as recommended by the Institution of Engineering and Technology (IET) in accordance with BS7671 and an Electrical Installation Condition Report (EIRC) is kept of these inspections.

If such a regular inspection and test occurs during the Period of Insurance or any previous Period of Insurance provided by Us:

a) Any work shown as "Danger present. Risk of injury – requires urgent attention" – shown as Code 1 in the Observation and Recommendations part of the Report, shall be carried out within 28 days of inspection.
b) Any work shown as "Potentially Dangerous – Urgent Remedial Attention Required" shown as Code 2 or 'Further Investigation Required without Delay' shown as Code F1 in the Observations and recommendations part of the Report, shall be carried out within 90

days of the inspection; and

c) The electrical installation is further inspected and tested within the timescale recommended in the Electrical Installation Condition Report (EICR).

9 Motor Vehicles With Sub-Contractors

If a Motor Vehicle is handed over to a sub-contractor for any reason, then an inventory of its condition must be made prior to handing such vehicle over to Your sub-contractor and such vehicle should then be checked against the inventory on its return.

10 Other Insurance Condition

a) If Damage occurs in circumstances where cover under this Section applies and We find that there is other insurance in force that covers the same Damage (or would cover the Damage but for the existence of this policy), We will only pay Our proportionate share of the loss.

b) If the other policy includes a clause preventing proportionate payment then We will pay Our share of the loss as if the other policy were not subject to the proportionate payment exclusion.

Optional Condition

1 Motor Vehicles in Transit

This Condition is only operative if Motor Vehicles in Transit cover applies.

The cover provided for Motor Vehicles in Transit by this Policy is subject to the following:

a) Such vehicles being transported by You or an Employee on a vehicle constructed for the purpose and designed to carry a maximum of two such vehicles at any one time.

b) All Keys being removed from such vehicles, all windows being closed, and any special locking devices or immobilisers must be activated.

c) Such property not being more specifically insured.

d) The transit being anywhere in the United Kingdom, Channel Islands or the Isle of Man.

Excess

This Section does not cover and We shall not be liable for the amount of the excess stated in the Schedule which shall be the first part of each and every claim for Damage.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

Exclusions

We shall not be liable under this Section for:

1 Damage to the Property Insured caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials but this shall not exclude subsequent Damage which results from a cause not otherwise excluded by this Policy.

2 Damage to any Property Insured arising out of or attributable to defective workmanship or Damage to any Property Insured sustained whilst it is actually being worked upon and directly resulting from such work, but this Exclusion shall not apply to Damage by fire or explosion to Your Vehicles.

3 Damage caused by or consisting of:

a) corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, vermin or insects; or

b) change in temperature, colour, flavour, texture or finish, action of light.

Damage consisting of:

c) joint leakage, failure of welds, cracking, fracturing, collapse or overheating, of boilers, economisers, superheaters, pressure vessels, or any of steam and feed piping connected to such equipment; or

d) mechanical or electrical breakdown or derangement, of the machines, apparatus or equipment, in which such breakdown or derangement originates.

but this shall not exclude:

i) such Damage not otherwise excluded by this Policy which itself results from any other Damage not otherwise excluded by this Policy; or

ii) subsequent Damage which itself results from a cause not otherwise excluded by this Policy (unless more specifically insured).

4 Damage caused by or consisting of:

a) disappearance, unexplained or inventory shortage, misfiling or misplacing of information; or

b) electrical or magnetic injury, disturbance or erasure, of electronic records, other than by lightning.

5 Damage in respect of:

a) jewellery, precious stones, precious metals, bullion or furs.

b) property in transit (other than where cover is specifically provided in an Extension to this Section); or

c) money, cheques, stamps, bonds, credit cards or securities of any description.

6 loss of market value, loss of use, monetary devaluation or any other loss arising as a direct consequence of the Damage (other than cover specifically provided for under Extension I Loss of Use (Customers' Vehicles) of this Section).

7 loss resulting from You voluntarily parting with title or possession, of any property if induced to do so by deception (other than cover specifically provided for under Extension J Fraud/Trick/False Pretence of this Section).

8 Damage to any part of any electrical plant or apparatus, directly caused by breakdown, leakage of electricity or excessive pressure therein, by its own short circuiting or overrunning or electrical surges or spikes in the electricity supply, but Damage to any other part of such plant or apparatus or to other Property Insured by the spread of fire therefrom, is not excluded;

9 theft of moveable property (other than Motor Vehicles) between the hours of 22:00 and 06:00 which is not inside a securely locked building at the Premises;

10 theft arising from the infidelity or dishonesty of You or any director, partner or Employee or other person to whom any Property Insured may be entrusted whereby there is an attempt to make improper financial gain (other than cover specifically provided for Fraud/Trick/False Pretence in the Extensions to this Section);

11 Damage caused by explosion:

a) of boilers or of gas, not used for domestic purposes only; or

b) or the bursting by steam pressure, of a boiler, economiser or other vessel, machine or apparatus, in which internal pressure is due to steam only and belonging to or under Your control.

12 theft, malicious act, vandalism, escape of water or oil from any water or heating installation, occurring whilst the Premises are left Vacant or Disused.

13 Damage directly or indirectly caused by, in any way contributed to by or in any way consisting of pollution or contamination, but We will pay for Damage to the Property Insured not otherwise excluded, caused by:

a) pollution or contamination which itself results from a Specified Event
b) any Specified Event which itself results from pollution or contamination.

Section 3 | Tools

Definitions

The definitions which apply to this Section are in addition to the General Definitions.

Data
Information represented or stored electronically including, but not limited to, code or series of instructions operating system software programs and firmware.

Demonstration Equipment
Tools and equipment that You carry on Your Vehicle which are used for the purposes of demonstration with a view to a potential sale.

Event
Any one occurrence or all occurrences of a series consequent upon or attributable to one original source or cause.

Event Limit
The maximum amount We will pay for all claims arising out of one Event.

Fire
Fire, lightning, explosion or self-ignition.

Locked Building
A permanent structure made of brick, stone or concrete where the entry and exit doors are protected by either a 5 lever mortice deadlock, a frame bolt secured with a close-shackle padlock or a surface mounted T bar.

Own Property
Tools, tool boxes, test equipment and equipment fixed to the fabric of your Vehicle which does not form part of the vehicle belonging to You or hired, leased or loaned to You and appertaining to Your Business.

Territorial Limits
Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, the off-shore islands and the Republic of Ireland including sea crossings between them.

Vehicle
Any vehicle used for the carriage of Own Property.

Vehicle Limit
The maximum amount We will pay for all Own Property in or on any one Motor Vehicle.

Cover

1 Own Property

You are covered to the extent provided by this Policy for Damage to Own Property occurring within the Territorial Limits during the Period of Insurance whilst the Own Property is:

a) Being loaded upon, carried by or unloaded from any Vehicle for which cover is provided under this policy, or
b) stored off the Vehicle in a Locked Building or a purpose designed tool store.

Subject to the limit of cover shown in the Schedule.

2 Incoming Goods Cover

If You have ordered new Own Property from an address anywhere in the Territorial Limits We will indemnify you up to £1,000 or the Event Limit, whichever is less, for Damage to such goods in transit providing You can show that You were responsible to insure the property whilst in transit.

3 Transhipment and other expenses

We will indemnify You for reasonable additional costs incurred by You in:

a) transhipping Own Property to another Vehicle and delivering to the original destination or returning to the place of dispatch; and
b) removal of debris following Damage to Own Property in transit,

due to Fire, collision or overturning of the conveying Vehicle.

The Event Limit applicable to this extension is £5,000.

4 General Average and Salvage Charges

We will indemnify You for Your liability for General Average and Salvage charges payable according to foreign statement or the York Antwerp Rules.

Basis of Claim Settlement

The agreed method of establishing the value of Own Property for declaration and claims adjustment purposes is:

Type of Property	Basis of claims settlement	
New and unused Own Property	The invoice value of the property or at Our option we may replace, repair or reinstate	
Second-hand or used Own Property	**Time since the property was purchased by You (months)**	**Deduction for wear, tear and depreciation from the value paid by You**
	1 – 12 inclusive	-10%
	13- 24 inclusive	-20%
	25 – 36 inclusive	-30%
	37- 48 inclusive	-40%
	49 or more	-50%
Employee's Personal Effects	1. If the property is totally lost We will pay the value of the property at the time of the loss with a deduction for wear and tear but we will not pay more than the Event Limit for Employee's Personal Effects 2. If the property is damaged We will pay the cost of re-pair at the time and place of the loss	
All Property: We will only pay for the value of that part of the property insured which is actually lost or damaged regardless of whether it affects the value of other parts of the property insured.		

Conditions

1 Other Insurance

Where a claim under Your Policy is, or would but for the existence of this Policy, be covered by any other insurance We will only indemnify You in respect of any amount beyond that which would have been payable under such other insurance had this policy not existed.

Excess

This Section does not cover and We shall not be liable for the amount of the excess stated in the Schedule which shall be the first part of each and every claim for Damage.
All claims or series of claims, arising out of any one original cause, will be treated as one claim.

Exclusions

We shall not be liable under this Section for:

1 Damage to:

- a) money, securities for money, negotiable instruments, unused postage stamps, savings stamps, cash, credit, debit and/or charge cards, consumer redemption vouchers, stamps or cards, lottery tickets and/or scratch cards and property of a similar nature.
- b) Lap-top, palm-top and similar portable computer equipment, mobile telephones, smartphones or mobile communication equipment
- c) Own Property whilst being driven under its own motive power or whilst being towed on its own road wheels.
- d) Own Property whilst being dismantled, erected commissioned or tested
- e) Own Property due to wear and tear, inherent vice, electrical or mechanical breakdown.
- f) second-hand or used Own Property due to scratching or denting unless due to an accident involving the conveying vehicle; and
- g) Own Property caused by atmospheric or climatic conditions unless the Own Property was contained within a fully enclosed area of the Vehicle or protected by vehicle sheets.

2 theft or attempted theft of Own Property whilst Unattended:

- a) unless left in the Vehicle where such property is contained in a cargo or luggage compartment where the contents are not visible to any passer-by and all windows, doors and other openings are properly fastened and locked and any alarm is set and where parked at the end of a normal working day:
  - i) the Vehicle is parked in a locked compound or
  - ii) if You are stopping at a hotel then the Vehicle is parked in the hotel car-park or in a well-lit road adjacent to Your hotel, or
  - iii) if at home the Vehicle is parked on Your driveway, or on a well-lit road adjacent to Your home.
- b) unless unloaded from the Vehicle and stored in a Locked Building or in a purpose designed locked tool store that is permanently fixed to the floor.

3 for Damage caused by or arising from confiscation, requisition or order of any government or other officials or authorities other than Damage to Own Property whilst in or on a Vehicle which is being held by the police authorities during the investigation of a road traffic accident fatality.

4 claims caused by or:

- a) contributed to by, or arising from any Virus or Similar Mechanism.
- b) arising from any malicious act resulting in any inability or failure to receive, send, access or use Data (for any time at all); and
- c) arising from any malicious creation, input, destruction, erasure, distortion, corruption, alteration, misinterpretation, misappropriation or use of Data.

Section 4 | Employers' Liability

Definitions

The definitions which apply to this Section are in addition to the General Definitions.

Bodily Injury
Actual physical injury which shall include death, disease or illness.

Indemnity Limit
Our liability (inclusive of interest and all costs and expenses) under this Section payable in respect of any one Occurrence or in the aggregate in respect of a series of Occurrences arising out of any one original cause, shall not exceed the Indemnity Limit stated in the Schedule.

Occurrence
Bodily Injury caused to any Employee anywhere within the Territorial Limits during the Period of Insurance and arising out of and in the course of employment or engagement, of such person by You in the Business.

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

Indemnity

We will, subject to the Indemnity Limit, indemnify You under this Section:

1 in respect of an Occurrence,
  a) against all sums which You shall become legally liable to pay as damages (including interest thereon); and
  b) against claimants' costs and expenses, if You are ordered to pay them, or paid with Our written consent.

2 against all costs and expenses, incurred by You with Our written consent in defending any claim under this Section; and

3 against solicitor's fees incurred with Our written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

Extensions

The insurance provided by this Section is extended to include the following:

A **Court Attendance Costs**
In the event of any of the undernoted persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section, We will pay compensation to You at the following rates per day for each day on which attendance is required:

a) any of Your directors or partners	£250
b) any Employee	£100.

B **Cross Liabilities**

Where You consist of more than one party, We will treat each party as if a separate Policy had been issued to each provided that nothing in this Extension will increase Our liability beyond the amount for which We would have been liable had this Extension not applied.

C **Health and Safety at Work etc. Act 1974**

We will indemnify You and, at Your request, any director, partner or Employee, against legal costs and expenses, incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed in the course of the Business during the Period of Insurance.

We will also pay prosecution costs for which You are legally liable and any other costs in appealing against any judgment given.

Provided that this indemnity shall not apply:

a) to the payment of any costs or expenses incurred without Our written consent; or
b) to the payment of fines or penalties.

D **Indemnity to Principals**

We will, at Your request, indemnify any principal to the extent required by a contract between You and the principal in respect of legal liability arising from the performance of work by You for such principal.

Provided that:

a) We shall retain sole conduct and control of any claim; and
b) the principal shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this Policy, in so far as they can apply.

E **Indemnity to Others**

You shall also include:

a) Your personal representatives in the event of Your death, but only in respect of legal liability incurred by You; and
b) at Your request:
    i) any of Your directors, partners, or Employees, while acting in connection with the Business, provided that You would have been entitled to indemnity under this Section if the claim had been made against You; and
    ii) any officer or member, of Your canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such.

Provided that such persons shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this Policy, in so far as they can apply.

F **Unsatisfied Court Judgments**

In the event of a judgment for damages being obtained by any Employee or the personal representatives of any Employee in respect of Bodily Injury caused to the Employee during any Period of Insurance and occurring in connection with the Business against any person or company, operating from premises within the Territorial Limits in any court situated in the Territorial Limits and remaining unsatisfied in whole or in part six months after the date of such judgment, We will, at Your request, pay to the Employee or the personal representatives of the Employee the amount of such damages and any awarded costs, to the extent that they remain unsatisfied.

Provided that:

a) there is no appeal outstanding; and
b) 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 Us.

G Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You against legal costs and expenses, incurred with Our prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to be committed in the course of the Business during the Period of Insurance.

Provided that:

a) Our liability under this Extension shall be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance.
b) this Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
c) We must consent to the appointment of any solicitor or counsel, acting on Your behalf.
d) You shall immediately notify Us of receipt of any summons or other process, served upon You, which may give rise to proceedings arising from the cover under this Extension; and
e) before We consent to fund any appeal, advice must have been received from counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by Us shall be supplied by You.

We will have no liability under this Extension:

i) if You have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide.
ii) for any fines or penalties, of any kind; or
iii) where You can obtain indemnity for the costs of defending criminal proceedings in relation to corporate manslaughter, or corporate homicide, from any other source or insurance or where, but for the existence of this Extension, You would have obtained indemnity from any other source or insurance.

H Injuries to Working Partners

We will indemnify You in respect of Bodily Injury sustained by any working partner named in the Schedule, as if such working partner were an Employee, provided that that:

a) You are not a limited company.
b) the injury is sustained whilst such partner is working in connection with the Business; and
c) the injury is caused by the negligence of another partner or Employee whilst working in the Business.

Conditions

The following Conditions apply to this Section:

1 **Provisions of Law**
The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of legal liability to Employees within the Territorial Limits, but You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.

2 **Certificate of Employers' Liability Insurance**
If this Policy or Section is cancelled, any Certificate of Employers' Liability Insurance We have provided shall be similarly cancelled from the same date.

3 **Contractual Liability**
If You have assumed liability under any contract which would not have attached in the absence of such contract then We will only provide You with indemnity under this Section if We have sole conduct and control of the claim

4 **Other Insurance**
If the insurance provided by this Section is also covered by another policy (or would be covered but for the existence of this Section) We will only indemnify You in respect of any excess beyond the amount that would have been payable under such other insurance had this section not been effected.

Exclusions

We shall not be liable under this Section in respect of Bodily Injury:

1 caused to any Employee (other than the driver) being carried in or upon a motor vehicle or entering or getting onto or alighting from a motor vehicle, where such Bodily Injury is caused by or arises out of the use by You of a motor vehicle on a road. For the purpose of this Exclusion the expressions “motor vehicle”, “use” and “road”, shall have the same meanings as they are used in Section VI of the Road Traffic Act 1988; or

2 arising in connection with any visits to or work on, any offshore rig or platform. A visit to or work on, any offshore rig or platform, shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from such offshore rig or platform.

Section 5 | Public Liability

Definitions

The definitions which apply to this Section are in addition to the General Definitions.

Bodily Injury
Actual physical injury which shall include death, disease or illness and mental injury.

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

Indemnity Limit
Our liability under this Section for all damages (including interest) payable in respect of any one Occurrence or in the aggregate in respect of a series of Occurrences arising out of any one original cause, shall not exceed the Indemnity Limit stated in the Schedule.

Occurrences
a) Accidental Bodily Injury to any person;
b) Damage to Property;
c) Accidental obstruction, trespass, nuisance or interference with any easement of air, light, water or way; or
d) Wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy,

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

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

Indemnity

We will, subject to the Indemnity Limit, indemnify You under this Section:
a) in respect an Occurrence,
    i) against all sums which You shall become legally liable to pay as damages (including interest thereon); and
    i) against claimants' costs and expenses, if You are ordered to pay them or paid with Our written consent.
b) against all costs and expenses, incurred by You with Our written consent in defending any claim under this Section; and
c) solicitor's fees incurred with Our written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

Extensions

The insurance provided by this Section is extended to include the following:

A Court Attendance Costs

In the event of any of the undernoted persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section, We will pay compensation to You at the following rates per day for each day on which attendance is required:

a) Any of Your directors or partners £250

b) any Employee £100.

B Cross Liabilities

Where You consist of more than one party, We will treat each party as if a separate Policy had been issued to each provided that nothing in this Extension will increase Our liability beyond the amount for which We would have been liable had this Extension not applied.

C Health and Safety at Work etc. Act 1974

We will indemnify You and, at Your request, any director, partner or Employee, against legal costs and expenses, incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed in the course of the Business during the Period of Insurance.

We will also pay prosecution costs for which You are legally liable and any other costs in appealing against any judgment given.

Provided that this indemnity shall not apply:

a) to the payment of any costs or expenses incurred without Our written consent; or

b) to the payment of fines or penalties.

D Indemnity to Principals

We will, at Your request, indemnify any principal to the extent required by a contract between You and the principal in respect of legal liability arising from the performance of work by You for such principal.

Provided that:

a) We shall retain sole conduct and control of any claim; and

b) the principal shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this Policy, in so far as they can apply.

E Indemnity to Others

You shall also include:

a) Your personal representatives in the event of Your death, but only in respect of legal liability incurred by You; and

b) at Your request:

  i) any of Your directors, partners, or Employees, while acting in connection with the Business, provided that You would have been entitled to indemnity under this Section if the claim had been made against You; and

  ii) any officer or member, of Your canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such.

Provided that such persons shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this Policy, in so far as they can apply.

F Leased or Rented Premises

Exclusion 5 of this Section shall not apply to legal liability for Damage to any premises (including their fixtures and fittings) leased, rented or hired, to You.

Provided that the indemnity provided by this Section shall not apply to Damage by any cause against which the lease or tenancy agreement stipulates that insurance shall be incepted by the lessee or tenant.

G Defective Premises Act 1972

The indemnity provided by this Section is extended to indemnify You under this Section in respect of legal liability incurred by You under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in connection with any business premises or land, disposed of by You.

Provided that this Extension shall not apply to:

a) the cost of rectifying any damage, or defect, in the premises or land disposed of; or
b) legal liability for which You are entitled to indemnity under any other policy.

H Claims under Data Protection Legislation

We will indemnify You against any Compensation Claim in respect of Material or Non-Material Damage where such damage occurs during the Period of Insurance and happens in connection with the Business, provided that You:

a) have complied in all respects with Your obligations under the Data Protection (Charges and Information) Regulations 2018.
b) are not in business as a computer bureau; and
c) are acting as a sole and independent controller in respect of the matter giving rise to the compensation claim.

Our liability under this Extension (including all compensation, costs and expenses) shall be limited to a maximum amount of £50,000 in the aggregate and in any one Period of Insurance.

Provided that this indemnity shall not apply to:

i) any Material or Non-Material Damage caused by any deliberate act or omission by You where such Material or Non-Material Damage could reasonably have been expected by You having regard to the nature and circumstances of such act or omission.
ii) any Material or Non-Material Damage caused by any act of fraud or dishonesty.
iii) the costs and expenses of rectifying, rewriting or erasing data (including personal data).
iv) liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person.
v) the payment by You of any regulatory fines or penalties; or
vi) any Material or Non-Material Damage caused by:
    a) any deliberate, reckless or negligent act of any Employee; or
    b) any failure by an Employee to act in accordance with Your internal policies, procedures and guidelines.

I Motor Contingent Liability

Notwithstanding Exclusion 6 of this Section, the indemnity provided by this Section extends to indemnify You against legal liability arising out of the use in the course of the Business of any motor vehicle which is not Your property nor provided by You.

Provided that this indemnity shall not apply:

a) to l Damage to such vehicle or any property in it.
b) whilst such vehicle is being driven by You.
c) whilst such vehicle is being driven with Your consent by any person who does not hold a licence to drive such vehicle.

d) to legal liability for which You are entitled to indemnity under any other insurance; or
e) to legal liability arising outside the Territorial Limits.

J Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You against legal costs and expenses, incurred with Our prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to be committed in the course of the Business during the Period of Insurance.

Provided that:

a) Our liability under this Extension shall be limited to a maximum amount of £1,000,000 in the aggregate in any one Period of Insurance.
b) this Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
c) We must consent to the appointment of any solicitor or counsel to act on Your behalf by You.
d) You shall immediately notify Us of receipt of any summons or other process, served upon You, which may give rise to proceedings arising from the cover provided by this Extension; and
e) before We consent to fund any appeal, advice must have been received from the appointed solicitor or counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by Us shall be supplied by You.

We will have no liability under this Extension:

a) if You have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide.
b) for any fines or penalties, of any kind; or
c) where You can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide from any other source or insurance or where but for the existence of this Extension You would have obtained indemnity from any other source or insurance.

K Sudden Pollution or Contamination

Our liability under this Section for all damages (including interest) payable in respect of a Sudden Pollution or Contamination Incident which is deemed to have occurred during any Period of Insurance, shall:

a) include cover for Clean Up Costs, providing such costs are not incurred in remediating property owned by You, or in Your custody or control; and
b) not exceed £50,000 in the aggregate for any one Period of Insurance.

Conditions

The following Condition applies to this Section:

Use of Heat

The following precautions must be complied with whenever welding equipment is used anywhere other than at Your Premises.

a) all welding is carried out in a well-ventilated area well away from any item containing flammable substances.
b) all flammable trim, upholstery and other loose combustible material is removed from areas to be cut or welded to a place of safety.
c) tyres are removed from any wheel which is to be cut or welded.
d) fuel lines and other combustible materials which cannot be removed are adequately shielded using a suitable incombustible heat resistant material.
e) any fuel tanks which may be affected by welding or cutting repairs are emptied and removed ensuring that:
   i) all fuel is drained into storage containers suited for the purpose and no ignition sources (including unsealed electrical fittings) are in the vicinity during the drainage operation.
   ii) the vehicle ignition is switched off; and
   iii) fuel is never removed over an inspection pit.
f) welding screens are used at all times.
g) effective non return valves and flame arrestors are used on oxyacetylene welding equipment.
h) a suitable multi purpose fire extinguisher is kept available for immediate use within 5 meters of the area in which equipment is to be used.
i) all welding and/or cutting equipment is subject to regular maintenance and safety checks; and
j) a thorough examination is made in and about the area in the work has been undertaken immediately after each period of work to ensure that there is no smouldering or damaged combustible material.

Other Insurances
If the insurance provided by this Section is also covered by another policy (or would be covered but for the existence of this Section) We will only indemnify You in respect of any excess beyond the amount that would have been payable under such other insurance had this section not been effected.

Excesses
This Section does not cover, and We shall not be liable for the first amount of each and every claim under this Section, as shown in the Schedule, in respect of Damage to Property occurring elsewhere than at the Premises.
All claims or series of claims, arising out of any one original cause, will be treated as one claim.

Exclusions
We shall not be liable under this Section in respect of:

1 the cost of replacing, making good, or recall, of faulty, defective or incorrect:
   a) workmanship; or
   b) materials, goods or other property, sold, supplied, installed or erected by You or on Your behalf.

2 Damage to Property sustained while it is being worked upon and directly resulting from such work.

3 legal liability arising from advice, design, formula or specification, provided by You or on Your behalf for a fee or in circumstances where a fee would normally be charged.

4 legal liability for Bodily Injury to any Employee arising out of and in the course of such person's employment or engagement, by You in the Business.

5 legal liability for Damage to Property belonging to or in the charge of or under Your control, but this Exclusion shall not apply to property (including vehicles or their contents) of Your directors, partners, Employees or visitors or to any premises (including contents) which are temporarily occupied by You for the purpose of work in connection with the Business (not being buildings which are owned by or leased, rented or hired by You).

6 legal liability caused by or arising from the ownership, possession or use by You or on Your behalf of any:

a) Craft other than hand propelled watercraft; or

b) mechanically propelled vehicle (or attached trailer) licensed for road use, other than legal liability caused by or arising from:

 i) the use of plant as a tool of trade on site or at the Premises,

 ii) the loading or unloading of such vehicle; or

 iii) the movement of such vehicle which is not Your property, but which is interfering with the performance of the Business,

 iv) the possession of any such vehicle at the Premises,

but this Exclusion shall not apply if, in respect of such liability, compulsory insurance or security is required under any legislation governing the use of the vehicle.

7 legal liability arising out of any goods (including their containers, packaging, labelling and instructions for use) manufactured, sold, supplied, hired out, repaired, renovated, serviced, maintained, altered, erected, installed, examined, checked, cleaning or treated by You or on Your behalf in connection with the Business and no longer in Your charge or control other than:

a) food or drink sold or supplied for consumption by Your directors, partners, Employees or visitors; or

b) the disposal of furniture and office equipment originally intended solely for use by You in connection with the Business and which is no longer required for that purpose.

8 liquidated damages, fines or penalties.

9 punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

10 legal liability in respect of Pollution or Contamination, other than that caused by a Sudden Pollution or Contamination Incident and covered by Extension K Sudden Pollution or Contamination of this Section.
This Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories.

11 legal liability in respect of Pollution or Contamination, occurring in the United States of America and/or Canada and/or their dependencies or trust territories.

12 legal liability arising in connection with any visits to or work on, any offshore rig or platform. A visit to, or work on, any offshore rig or platform, shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from such offshore rig or platform.

13 legal liability assumed by You under agreement which would not have attached in the absence of such agreement unless We shall have sole conduct and control of the claim.

Section 6 | Defective Workmanship & Sales Indemnity

Definitions

The definitions which apply to this Section are in addition to the General Definitions.

Bodily Injury
Actual physical injury which shall include death, disease or illness and mental injury.

Contingencies (Where stated as covered in the Schedule)

1 Defective Workmanship
- a) The repair, servicing, maintenance, renovation, cleaning, treatment of, or the installation of accessories to, any Motor Vehicle including the supply of parts, components or accessories necessary to achieve such process of repair, servicing, maintenance, renovation, cleaning, treatment or installation.
- b) The examination of Motor Vehicles in accordance with the Motor Vehicles (Tests) Regulations; and
- c) The pre-delivery check of new Motor Vehicles as required by the manufacturers and the fitting of additional accessories to them.

2 Sales Indemnity
The sale or supply of Motor Vehicles or any other goods (including their containers, packaging, labelling and instructions for use) relevant to the Business.

Financial Loss
Accidental pecuniary loss, cost or expense, incurred by any retail purchaser of goods sold or supplied by You in connection with the Business which, under the Sale of Goods Act 1979, are not of satisfactory quality or reasonably fit for the purpose for which it is intended.

Hacking
Unauthorised access to any computer or other equipment or component or system or item, which processes, stores, transmits or retrieves data, whether Your property or not.

Indemnity Limit
Our liability under this Section for all damages (including interest) payable in respect of any one Occurrence or in the aggregate in respect of a series of Occurrences arising out of any one original cause, shall not exceed the Indemnity Limit stated in the Schedule.

Our liability in respect of all Occurrences during the Period of Insurance shall not exceed the indemnity limit shown in the Schedule in the aggregate.

Occurrences
- a) Accidental Bodily Injury to any person.
- b) Damage to Property.

Occurring anywhere within the Territorial Limits during the Period of Insurance and caused by either of the Contingencies (where stated as covered in the Schedule) performed in, or from, premises owned or occupied by You in the United Kingdom, the Channel Islands or the Isle of Man that are listed in the Schedule, in connection with the Business.

Territorial Limits
Anywhere in the world.

Virus or Similar Mechanism
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. The meaning of "Virus or Similar Mechanism" includes but is not limited to Trojan horses, worms and logic bombs.

Indemnity

We will, subject to the Indemnity Limit, indemnify You under this Section against:

a)
  i) all sums which You shall become legally liable to pay as damages (including interest); and
  ii) claimants' costs and expenses, if You are ordered to pay them, or paid with Our written consent,

  in respect of the Occurrences.

b) all costs and expenses, incurred by You with Our written consent in defending any claim under this Section; and

c) solicitor's fees incurred with Our written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

Extensions

The insurance provided by this Section is extended to include the following:

A Court Attendance Costs

In the event of any of the undernoted persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section, We will pay compensation to You at the following rates per day for each day on which attendance is required:

a)	any of Your directors or partners	£250
b)	any Employee	£100.

B Financial Loss

We will indemnify You against legal liability for damages and claimants' costs and expenses if You are ordered to pay them by the court or if You paid them with Our written consent, in respect of any claim for Financial Loss made during the Period of Insurance.

Provided that:

a) our maximum liability under this Extension in respect of all claims made against You for Financial Loss in the aggregate during any one Period of Insurance, including costs and expenses incurred with Our consent in the defence and settlement of any claims, shall not exceed £10,000.

b) if You become aware of any circumstances which may be likely to give rise to a claim falling under this Extension and You give written notice to Us of such circumstances during the Period of Insurance, any claim which may subsequently be made against You arising out of the notified circumstances shall be deemed to be a claim arising during such Period of Insurance, whenever such claim may actually be made.

The indemnity provided by this Extension shall not apply to:

a) Financial Loss resulting from Bodily Injury, or Damage to Property.
b) the cost of, repair, alteration, replacement, removal or recall, of any Motor Vehicle or any other goods (including parts, components, accessories and any containers, packaging, labelling and instructions for use), sold or supplied, by or on Your behalf, which gives rise to a claim under this Extension.
c) legal liability arising from any professional act, error, omission or advice.
d) goods (including parts, components, accessories and any containers, packaging, labelling and instructions for use) sold or supplied which, to Your knowledge are exported to the United States of America and/or Canada and/or their dependencies or trust territories unless agreed by Us in writing; or
e) legal liability directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking.
f) the Excess which, for the purposes of this Extension, will be the first £100 of each and every claim.

C Damage to Own Motor Vehicles

We will indemnify You in respect of Damage to any Motor Vehicle belonging to or hired by You, occurring during the Period of Insurance in connection with the Business and caused by or arising from any of the activities described by Contingency 1 having been carried out on all such Motor Vehicles by You or on Your behalf.

Provided that Our maximum liability under this Extension shall be limited to £10,000 in respect of all claims in the aggregate in any one Period of Insurance.

In the event of Damage giving rise to a claim under this Extension, We may, at Our option repair, reinstate or replace such Motor Vehicle or part thereof or make good the Damage by payment of money. If We elect, or become bound, to repair, reinstate or replace such Motor Vehicle or part thereof, We shall not be bound to reinstate such Motor Vehicle exactly or completely but only as circumstances permit and in a reasonably sufficient manner.

The indemnity provided by this Extension shall not apply to:

a) any claim arising whilst any Motor Vehicle is being driven by or on Your behalf.
b) any Damage sustained whilst the Motor Vehicle is actually undergoing any of the activities described by Contingency 1.
c) any Damage caused by or arising from wear and tear, depreciation or mechanical or electrical breakdown or failure; or
d) any amount in excess of the market value of the Motor Vehicle at the time the Damage occurs.

D Cross Liabilities

Where You consist of more than one party, We will treat each party as insured as if a separate Policy had been issued to each provided that nothing in this Extension will increase Our liability beyond the amount for which We would have been liable had this Extension not applied.

E Health and Safety at Work etc. Act 1974

We will indemnify You and, at Your request, any director, partner or Employee, against legal costs and expenses, incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of

Man, committed or alleged to have been committed in the course of the Business during the Period of Insurance.
We will also pay prosecution costs for which You are legally liable and any other costs in appealing against any judgment given.

Provided that this indemnity shall not apply:
a) to the payment of any costs or expenses incurred without Our written consent; or
b) to the payment of fines or penalties.

F Consumer Protection and Food Safety Acts

We will indemnify You and, at Your request, any of Your directors, partners or Employees, against legal costs and expenses, incurred with Our written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings brought for a breach of:
a) Part 2 of the Consumer Protection Act 1987; or
b) Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990,
committed or alleged to have been committed in the course of the Business during the Period of Insurance.

Provided that this indemnity shall not apply to:
i) the payment of fines or penalties.
ii) proceedings or appeals in respect of any deliberate act or omission by You or any of Your directors, partners or Employees; or
iii) costs or expenses, insured by any other policy of insurance.

G Indemnity to Principals

We will, at Your request, indemnify any principal to the extent required by a contract between You and the principal in respect of legal liability arising from the performance of work by You for such principal.
Provided that:
i) We shall retain sole conduct and control of any claim; and
ii) the principal shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this Policy, in so far as they can apply.

H Indemnity to Others

You shall also include:
a) Your personal representatives in the event of Your death, but only in respect of legal liability incurred by You; and
b) at Your request:
    i) any of Your directors, partners, or Employees, while acting in connection with the Business, provided that You would have been entitled to indemnity under this Section if the claim had been made against You; and
    ii) any officer or member, of Your canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such.

Provided that such persons shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this Policy, in so far as they can apply.

I Claims under Data Protection Legislation

We will indemnify You against any Compensation Claim in respect of Material or Non-Material

Damage where such damage occurs during the Period of Insurance and happens in connection with the Business, provided that You:

a) have complied in all respects with Your obligations under the Data Protection (Charges and Information) Regulations 2018.
b) are not in business as a computer bureau; and
c) are acting as a sole and independent controller in respect of the matter giving rise to the compensation claim.

Our liability under this Extension (including all compensation, costs and expenses) shall be limited to a maximum amount of £50,000 in the aggregate and in any one Period of Insurance.

This indemnity shall not apply to:

i) any Material or Non-Material Damage caused by any deliberate act or omission by You where such Material or Non-Material Damage could reasonably have been expected by You having regard to the nature and circumstances of such act or omission.
ii) any Material or Non-Material Damage caused by any act of fraud or dishonesty.
iii) the costs and expenses of rectifying, rewriting or erasing data (including personal data).
iv) liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person.
v) the payment by You of any regulatory fines or penalties; or
vi) any Material or Non-Material Damage caused by:
    a) any deliberate, reckless or negligent act of any Employee; or
    b) any failure by an Employee to act in accordance with Your internal policies, procedures and guidelines.

J Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You against legal costs and expenses, incurred with Our prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to be committed in the course of the Business during the Period of Insurance.

Provided that:

a) Our liability under this Extension shall be limited to a maximum amount of £1,000,000 in the aggregate in any one Period of Insurance.
b) this Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
c) We must consent to the appointment of any solicitor or counsel to act on Your behalf by You.
d) You shall immediately notify Us of receipt of any summons or other process, served upon You, which may give rise to proceedings arising from the cover provided by this Extension; and
e) before We consent to fund any appeal, advice must have been received from the appointed solicitor or counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by Us shall be supplied by You.

We will have no liability under this Extension:

i) if You have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide.
ii) for any fines or penalties, of any kind; or
iii) where You can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide from any other source or insurance or where but for the existence of this Extension You would have obtained indemnity from any other source or insurance.

K Sudden Pollution or Contamination

Our liability under this Section for all damages (including interest) payable in respect of a Sudden Pollution or Contamination Incident which is deemed to have occurred during any Period of Insurance, shall:

a) include cover for Clean Up Costs, providing such costs are not incurred in remediating property owned by You, or in Your custody or control; and
b) not exceed £50,000 in the aggregate for any one Period of Insurance.

Condition

Other Insurances

If the insurance provided by this Section is also covered by another policy (or would be covered but for the existence of this Section) We will only indemnify You in respect of any excess beyond the amount that would have been payable under such other insurance had this section not been effected.

Excesses

This Section does not cover, and We shall not be liable for, the first amount of each and every claim under this Section as shown in the Schedule, in respect of Damage to Property.
All claims or series of claims, arising out of any one original cause, will be treated as one claim.

Exclusions

We shall not be liable under this Section in respect of:

1 any claim arising whilst any Motor Vehicle is being driven by You or on Your behalf.

2 the cost of parts, components, accessories, service, maintenance, renovation, cleaning, treatment or repair necessitated to rectify an original repair, service, maintenance, renovation, clean, treatment or installation carried out by You or on Your behalf which gives rise to a claim under this Section.

3 the cost of, repair, alteration, replacement, removal or recall of any Motor Vehicle or any other goods (including parts, components, accessories and any containers), sold or supplied by You which give(s) rise to a claim under this Section.
Provided that this Exclusion does not apply in respect of Damage to such Motor Vehicle arising as a direct result of the activities described by Contingency 1 having been carried out by or on Your behalf.

4 legal liability arising from advice, design, formula or specification, provided by or on Your behalf for a fee or in circumstances where a fee would normally be charged.

5 legal liability for Bodily Injury caused to any Employee arising out of and in the course of such person's employment or engagement, by You in the Business.

6 legal liability caused by or arising from Property in Your charge or control.

7 liquidated damages, fines or penalties.

8 punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

9 legal liability in respect of Pollution or Contamination, other than that caused by a Sudden Pollution or Contamination Incident covered by Extension K Sudden Pollution or Contamination of this Section.
This Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories.

10 legal liability in respect of Pollution or Contamination, occurring in the United States of America and/or Canada and/or their dependencies or trust territories.

11 the Contingencies performed, effected, sold or supplied by You which, to Your knowledge are exported to the United States of America and/or Canada and/or their dependencies or trust territories, unless agreed otherwise by Us.

12 legal liability assumed by You under agreement which would not have attached in the absence of such agreement unless We shall have sole conduct and control of the claim.

13 the sale or supply or fitting of second-hand safety critical parts.
The following components are considered safety critical parts:
a) brake pads, cables and discs;
b) tyres;
c) fuel tanks;
d) axles;
e) wheels;
f) steering columns;
g) seatbelts;
h) baby seats;
i) roll bars;
j) crash helmets; and
k) air bags.
Reconditioned parts sourced from a bona fide UK or EU supplier and accompanied by a part guarantee are not considered second hand under this exclusion.

14 the sale or supply or fitting of any parts:
a) comprising, or incorporated in or on, any aircraft spacecraft or military or naval missile; or
b) comprising, or incorporated in, ground support or control equipment used for the purpose of guidance navigation or direction of any aircraft spacecraft or military or naval missile.

Privacy Notice

Bspoke Motor Trade

We are Bspoke Motor Trade, a trading style of Provego Limited, Our data controller registration number, issued by the Information Commissioner's Officer, is ZA092877.

This information is relevant to anyone who uses Our services, including policyholders, prospective policyholders, and any other individuals Insured under a Policy.

We are dedicated to being transparent about what We do with the information that We collect about You and We process Your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of Your personal data is necessary for Us to administer Your insurance Policy and meet Our contractual requirements under the Policy. You do not have to provide Us with Your personal data, but We may not be able to proceed appropriately or handle any claims if You decide not to do so.

What information do we collect about you?

Where You have purchased an insurance Policy through one of Our agents, You will be aware of the information that You gave to them when taking out the insurance. The agent will pass Your information to Us so that We can administer Your insurance Policy and fulfil Our contract of insurance.

For specific types of insurance policies, for example when offering You a travel insurance Policy, We may process some special categories of Your personal data, such as information about Your health.

We collect this data as We are required to use this information as part of Your insurance quotation or insurance Policy with Us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of Your personal data as it is in the substantial public interest and it is necessary: i) for administering Your insurance Policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

Privacy Notice

You can get more information about this by viewing Our full Privacy Notice online here or request a copy by emailing Us at info@provego.co.uk. Alternatively, You can write to Us at: Data Protection, Provego Underwriting Ltd, Brookfield Court, Selby Road, Garforth, Leeds LS25 1NB.