



# Motor Traders Policy

## Motor Traders Policy

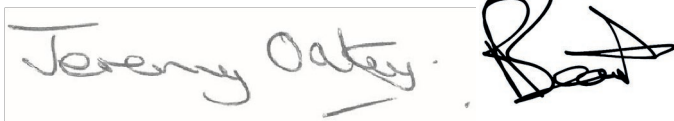
We (The Cornish Mutual Assurance Company Limited) agree with you (the Policyholder named in the Schedule) that we will provide the insurance set out in the Policy and in any Endorsements specified as operative in the Schedule in respect of events occurring during the Period of Insurance for which you have paid a premium.

The Period of Insurance is for the period indicated in the Schedule. Renewal of the Policy may be offered with changes to the Policy and premium.

The Policy, the Schedule and the Certificate of Motor Insurance are to be read together as one document.

This policy will be governed by English Law.

Signed on our behalf.

The image shows two handwritten signatures in black ink. The signature on the left is 'Jeremy Oakey' written in a cursive style. The signature on the right is more stylized and appears to be 'R. A.' or similar initials.

Chairman

Managing Director

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## General Advice

Please find below some advice which does not form part of the insurance contract but may be beneficial to you in running your business.

### **Accurate valuation of your property**

It is important that you have the right level of insurance in place to fully protect your property. The consequences of underinsurance can be very damaging as you may find that your claim is not met in full – often at a time when the money is most needed. Over-insuring your property can also leave you out of pocket as you are likely to be paying too much for your insurance. You should insure your property for the full reinstatement value (this means the cost to fully rebuild the property, not the market value). To be confident of having an accurate buildings reinstatement valuation it is best to instruct a local chartered surveyor to carry out a detailed assessment on your behalf. If you decide to calculate the full reinstatement value without professional help there are numerous aspects that require careful thought. In summary, your valuation should include:

- Demolition costs;
- Site clearance costs;
- Architects and other professional fees;
- Rebuilding costs to restore the property.

Check the definition of 'buildings' that applies to your insurance policy (this may differ between insurers and policy types) to ensure that all the appropriate areas are included in your calculation.

It is important to recognise the difference between a property's market value and its reinstatement value. Market value represents what the owner might get if the property is sold. The two valuations may, and generally do, vary significantly.

Listed status typically leads to additional cost implications when it comes to rebuilding. Specialist contractors may need to employ certain building techniques and use specific materials which can influence reinstatement cost and time.

Older properties are more likely to contain hazardous materials such as asbestos. Ensuring that such materials are safely dealt with can significantly increase demolition and clearance costs. Remote properties or those with limited access can also incur increased demolition, clearance and rebuild costs.

It is important that reinstatement valuations are reviewed on a regular basis. Factors such as inflation and variations in local market labour and material costs over time can affect the accuracy of the valuation.

### **Leaving your property unoccupied**

If you are going to be away from your premises for an extended period we would advise taking these preventative measures to protect your property:

- a) turn off all services at the mains (except electricity where needed to maintain any fire or intruder alarm system in operation) and drain the water and heating system;
- b) secure your property against unauthorised entry
- c) ask someone (if you can't do this yourself) to make at least weekly inspections of the property
- d) remove any accumulations of combustible materials such as junk mail and newspapers during each inspection of the property.

Please note that in the event of your property becoming unoccupied for more than 30 days, you will no longer be insured against malicious damage, escape of water or oil, theft or accidental damage.

## General Advice

### Health & safety guidance

For any advice on managing the health and safety of your business we would always recommend using the Health & Safety Executive's website at [www.hse.gov.uk](http://www.hse.gov.uk). Here you will find guidance documents on everything from writing a health & safety policy through to conducting risk assessments and providing training and a safe working environment for your employees.

If you would like our input into how you could improve the health & safety of your business, please contact us.

### Working safely at height

The Health & Safety Executive's website provides some guidelines for considering the risks associated with working at height and putting in place sensible and proportionate measures to manage these risks, including the safe use of ladders and stepladders. If you are considering working at height you should refer to these guidelines before you do so.

### Fire safety

Fire can be devastating; the loss of a building, machinery or stock may well have moral, legal or financial implications. The Regulatory Reform (Fire Safety) Order 2005 is a risk-assessment based regime that requires all businesses to identify potential fire hazards, assess the risks associated with these hazards and take steps to reduce these risks. Failure to have a current valid fire risk assessment is an offence and if major failings are identified by the Fire Service prosecution will be considered, which could result in a fine or imprisonment and a criminal record.

## Car Sharing

We have undertaken that the receipt of contributions as part of a car sharing arrangement for social or other non-commercial purposes in respect of the carriage of passengers on a journey in a vehicle insured under this policy will not be regarded as constituting the carriage of passengers for hire (or the use of the vehicle for hiring) provided that:

- a) the vehicle is not constructed or adapted to carry more than 8 passengers (excluding the driver)
- b) the passengers are not being carried in the course of a business of carrying passengers
- c) the total contributions received for the journey concerned do not involve an element of profit.

**Note:** The above undertaking does not apply to the Isle of Man or the Channel Islands. If in any doubt whether a car sharing arrangement is covered by the terms of a motor car policy an enquiry should be made to us.

## CyberScout 24/7 Cyber Helpline

Whether you require an immediate response to a cyber event or need some pre-incident advice, the CyberScout 24/7 Cyber Helpline is available to assist. CyberScout provides 24/7 direct call access to expert fraud specialists who can help with a range of incidents, including extortion, reputation damage (social engineering and cyber bullying), identity theft and fraud, financial fraud and loss, online retail fraud, ransomware, and liability exposure.

You can access this service by calling: **0808 189 2300**.

## General Definitions

Each time any of the following words or phrases appear in **bold type** (or in capital letters in the schedule) they will take the meaning shown below unless more specifically defined in a policy section.

**Bodily Injury** means physical injury or disease or a recognisable psychiatric injury, including death resulting therefrom.

**Buildings:** means the main structure(s) at the Risk Address(es) stated in the schedule including

- a) wind turbines and solar panels where attached to the main structure(s);
- b) outbuildings;
- c) walls, gates and fences;
- d) landlord's fixtures and fittings;
- e) car parks, yards, paved areas, roads, drives, pavements, footpaths, fixed signs, cess pits and septic tanks but excluding bridges unless specifically mentioned in the schedule;
- f) underground pipes, cables and wires;
- g) telecommunication, television and radio aerials, satellite dishes, aerial fittings and masts;
- h) fixed video, audio and building management and security systems and equipment;
- i) all fixed glass including shop fronts;
- j) fixed signs and sanitary fixtures provided they are within the boundaries of the land for which **You** are responsible.

**Business** means the activity(ies) of the **Insured** as stated in the business description in the schedule and including:

- a) the ownership, occupation, repair, maintenance and decoration of **Your** property;
- b) the provision of catering, social, sports, educational and welfare facilities and first aid, medical and ambulance services for the benefit of **Employees**;
- c) the provision of fire and security services maintained only for the protection of premises owned by **You** ;
- d) private work undertaken within the **Geographical Limits** by an **Employee** with **Your** prior consent for any director, trustee, partner or **Employee of Yours**.

**Company/We/Our/Us** means The Cornish Mutual Assurance Company Limited.

**Damage** means physical loss, destruction or damage.

**Employee(s)** means any person working for **You** in connection with **Your Business** who is:

- a) under a contract of service or apprenticeship with **You**;
- b) a labour master or labour-only sub-contractor or person supplied by them;
- c) self-employed (for labour only);
- d) working under a recognised work experience or training scheme;
- e) a voluntary helper;
- f) borrowed by or hired to **You**; or
- g) a director of **Your Business**.

**Event** means one occurrence or series of occurrences arising from or attributable to one source or original cause.

**Excess** means the amount **You** must pay towards any claim.

**Geographical Limits** means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

**Insured/You/Your** means the Policyholder(s) shown in the schedule.

**Terrorism** means any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## General Conditions

### 1. Failure to Fairly Present the Risk

It is **Your** duty to make a fair presentation of **Your Business** to **Us**.

If **You** fail to make a fair presentation and the failure is deliberate or reckless, **We** may:

- a) refuse all claims;
- b) avoid the Policy from the beginning which means treating it as if it never existed, and retain all premiums paid.

If **Your** failure is non-deliberate and non-reckless **We** may:

- a) cancel the Policy from the beginning but **We** will refund **Your** premium;
- b) apply different terms
- c) proportionately reduce any claim payment.

#### An example of a proportionate claim payment

If **You** declare the sum insured for the **Buildings** to be less than their rebuild costs, albeit in a non-deliberate way, **We** would work out what percentage of the correct premium **You** had paid and apply this percentage to the claim payment. For example, if the premium **You** paid was £500 and the premium **You** should have paid was £550, **You** have paid 91% of the correct premium so **Your** claim payment would only be 91% of the full value of the claim.

### 2. Reasonable Precautions

**We** will not pay **Your** claim unless, throughout the period of insurance, **You** have:

- a) complied with all legal requirements and regulations imposed by any authority;
- b) taken all reasonable precautions to prevent accident(s), loss, **Damage** or **Bodily Injury**;
- c) maintained the **Buildings** and any machinery, equipment or furnishings in a good state of repair;
- d) taken immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require;
- e) exercised reasonable care in the selection and supervision of **Employees**.

### 3. Alteration of Risk

It is a condition of this policy that immediate notice is given to **Us** if after the commencement of this insurance:

- a) there is any alteration of risk which increases the risk of **Damage**, accident or **Bodily Injury**;
- b) any **Buildings** are undergoing major structural alterations or major repair (that does not include where workmen are allowed on the site to carry out minor repairs alterations or general maintenance not involving external scaffolding);
- c) **Your** interest ceases except by will or operation of law;
- d) an administrator or a liquidator or receiver is appointed or **You** enter into a voluntary arrangement;
- e) there is any material change in **Your Business**;
- f) **You** permanently move abroad;

## General Conditions

### 4. Cancelling the Policy

#### (a) **Your** right to cancel

There is a 14 day cooling off period from the date **You** receive **Your** documents. If **You** decide to cancel the Policy during this time **We** will refund **Your** premium provided no claims have been made. For a cancellation at any other stage during **Your** Policy year please contact **Us** and **We** will only charge **You** for the time on cover unless a claim has been made in which case **We** will keep the full premium.

#### (b) **Our** right to cancel

**We** have the right to cancel the policy by giving **You** seven days' notice in writing sent by recorded delivery to **Your** last known address explaining **Our** reason for doing so. **We** will only charge **You** for the time on cover unless a claim has been made in which case **We** will keep the full premium. Valid reasons for cancelling include but are not limited to:

- i) non payment of premium, or any instalment of the premium;
- ii) where **We** reasonably suspect fraud;
- iii) where **You** fail to co-operate with **Us** or give **Us** information or documentation that **We** reasonably request;
- iv) where **You** have not provided accurate and truthful responses to the questions **We** have asked when issuing, amending or renewing the Policy;
- v) where **You** fail to comply with the policy terms and conditions;
- vi) where a change in **Your** circumstances means **We** are unable to continue to provide cover;
- vii) where **You** use threatening, abusive, intimidating or bullying behaviour towards **Our** staff or suppliers.

### 5. Index Linking

**We** will automatically adjust the sums insured for **Your Buildings** in accordance with fluctuations in suitable indices of cost. This adjustment will continue after any insured **Damage** provided that the work of repair or reinstatement is done without delay. At each renewal of the policy the premium will be based on the adjusted sums insured. **We** will not reduce the sum insured on **Buildings** if the indices fall.

### 6. Contracts (Rights of Third Parties) Act 1999

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

### 7. Premium payment by instalments

- a) if **You** agree to pay **Your** premium by monthly direct debit or a similar arrangement **You** must pay any deposit **We** ask for and make sure **Your** instalment payments are kept up to date;
- b) if **You** make a claim, **We** may deduct any outstanding amounts due to **Us** before paying the claim.

### 8. Right to Survey

**We** have the right to carry out a survey of the **Business** for the purposes of verifying the information provided to **Us** and to identify areas where risk improvements may be required. A separate 'Inspections surveys & audits' condition applies to the Environmental Damage cover and is detailed in that section.



## Claims Conditions

For **Motor Legal Expenses** claims please see Section One, Sub-Section 3.

For **Environmental Damage** claims please see Section Three.

For **Commercial Legal Expenses** claims please see Section Ten.

For all other Sections and Sub-Sections the following conditions apply:

### Your duties

When an incident occurs that may result in a claim **You** shall:

- a) tell **Us** as soon as **You** become aware;
- b) take all practicable steps to recover property lost and otherwise minimise the claim;
- c) tell the police immediately if the **Damage** is caused by thieves, malicious persons, vandals, or as a result of riot, civil commotion, strike or labour disturbance;
- d) give **Us** any information **We** require and continue to provide **Us** with any information and assistance **We** require before or after **We** pay **Your** claim under the Policy:
  - i) within 7 days of **Damage** caused by riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons;
  - ii) within 30 days (or sooner if required by any Pre-Action Protocols) for any other claim.
- e) not make or allow to be made on **Your** behalf any admission, offer, promise, payment or indemnity without **Our** consent;
- f) forward correspondence to **Us**, including every letter, claim, writ and claim form immediately upon receipt;
- g) not acknowledge any correspondence yourself;
- h) advise **Us** in writing or by telephoning **Us** on 01872 277151 as soon as **You** have any knowledge of any impending prosecution, inquest or inquiry in connection with the incident.

**We** reserve the right to reject a claim if **You** have failed to comply with any of these duties. In the event of non-compliance any payment on account of the claim already made by **Us** shall be repaid to **Us**.

### Our rights

**We** may:

- a) start, take over, defend and conduct any legal action in **Your** name;
- b) prosecute in **Your** name for the recovery of payment claimed under the policy. **We** will have full discretion in the conduct and settlement of any such action;
- c) enter any building where **Damage** has occurred and take and keep possession of any damaged property that is subject to a claim under this Policy. **We** will not accept property abandoned to **Us**. This Policy shall be proof that **You** have authorised **Our** rights under this condition;
- d) Free ourselves from any further liability by paying to **You**:
  - (i) The limit of indemnity;
  - (ii) The sum insured; or
  - (iii) Any smaller amount for which at **Our** discretion the claim can be settled;after deducting any payments already made. **We** will pay legal costs that have been incurred with **Our** prior consent up the date of such payment. **We** will then relinquish control of the claim.

## Claims Conditions

### Other Insurance

**We** will not make any payment for any claim that results from an incident that is covered by any other insurance that **You** hold, in the event that any other policy that **You** hold with any other insurance company excludes payment under that policy where more than one insurance exists.

Where any other insurance policy that **You** hold provides an exclusion that each and every insurance company should pay their rateable proportion of any claim that is insured more than once, it is the intention of this clause that **We** will pay the appropriate rateable proportion.

### Fraudulent Claims

If **You** make any claim which is fraudulent or false no payment shall be made. **We** may cancel the Policy with effect from the date of the fraudulent act by serving **You** notice, and retain all premiums that have been paid. This condition does not apply to any beneficiary under the Policy who is not party to the fraudulent act.

### Subrogation waiver

Subrogation means **Our** right to take action against a third party to recover any claims payments made by **Us**. If there is a claim, **We** will not take this action against any company that is:

- (a) **Your** parent company or any of their subsidiaries;
- (b) a subsidiary of **Your** company.

**We** will use the relevant legislation in force at the time of the **Damage** to decide what a parent company is and what a subsidiary company is. In addition, **We** will not take this action against any of **Your** tenants if the tenant or lessee pays towards the cost of insuring the property against the **Event** that caused the **Damage** unless the **Damage** is caused by a criminal, fraudulent or malicious act of the tenant or lessee.

### VAT

**We** will not pay the VAT element of any claim where **You** are able to recover VAT.

## Making a claim under your Policy

For **Motor Legal Expenses** claims please see Section One, Sub-Section 3.

For **Environmental Damage** claims please see Section Three.

For **Commercial Legal Expenses** claims please see Section Ten.

Should you need to make a claim under any other Section or Sub-Section of **Your** Policy please let us know as soon as possible after the incident by contacting **Our** Claims Team on 01872 277151. This service is available Monday to Friday 8.30am to 5.30pm.

If you are contacting us out of hours, you can leave us a message and an experienced claims handler will contact you when **We** are open.

Please ensure you leave **Your** details, including **Your** policy number, in any message left in order that **We** can deal with **Your** claim efficiently.

## General Exclusions

### 1. Geographical Limits

This Policy does not insure any **Damage, Bodily Injury** or liability arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, except as specifically set out in the Policy.

### 2. Sonic Bangs

This Policy does not insure **Damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 3. War Risks

This Policy does not insure any liability or **Damage** directly or indirectly caused by or happening through:

- a) war,
- b) invasion,
- c) act of foreign enemy,
- d) hostilities or warlike operations (whether war be declared or not)
- e) civil commotion assuming proportions of or amounting to a popular rising,
- f) civil war,
- g) military rising,
- h) mutiny,
- i) rebellion,
- j) revolution,
- k) insurrection,
- l) military or usurped power,
- m) martial law; or
- n) confiscation or destruction or requisition by order of the government or any public authority.

This does not apply to the Employers Liability section.

### 4. Radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons

This Policy does not cover the following:

- a) **Damage** to any property or any resulting loss, expense or consequential loss, or
- b) any legal liability directly or indirectly caused by or contributed to by:
  - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
  - iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this sub-clause does not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
  - v) any chemical, biological, bio-chemical or electromagnetic weapon.

Part (b) of this exclusion does not apply to the Employers' Liability section except in respect of liability of any principal and liability assumed by agreement.

## General Exclusions

### 5. Terrorism

This Policy does not cover any claim directly or indirectly caused by, resulting from or in connection with **Terrorism** regardless of any other contributory cause.

This insurance also excludes any claim directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to **Terrorism**.

If **We** allege that by reason of this exclusion any claim is not covered by this policy the burden of proving the contrary shall be upon **You**.

This exclusion does not apply to:

**Section One – Sub-Section 2: Road Risks Accidental Damage, and Section Four: Employers' Liability.**

### 6. Electronic Risks (Applicable to all policy sections other than Section 1 - Road Risks)

- a) This policy excludes all loss, damage, legal liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this policy, subject to all its terms, conditions and exclusions will cover physical damage caused by such listed peril.  
Listed Perils - Fire, Explosion.
- c) This Policy excludes all loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever and loss of use, reduction in functionality, cost, expense or legal liability of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

### 7. Electronic Risks (Applicable to Road Risks Section Only)

- a) This Policy does not insure any damage, loss, injury, liability, claim, cost, or expense of whatsoever nature arising directly or indirectly, wholly or in part, from any **Cyber Act** except to the extent that **We** must provide cover under the Road Traffic Acts
- b) This Policy does not insure any damage, loss, injury, cost, liability, claim, or expense of whatsoever nature directly caused by, resulting from, or arising out of any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**.

For the purposes of this exclusion, each of the following words and expressions is given a specific meaning which applies where it appears in bold type.

**Computer System:** means any computer, hardware, software, communications system, electronic device, server or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

**Cyber Act:** means a malicious or criminal act or series of related malicious or criminal acts, regardless of time and place, involving access to, processing of, use of or operation of any **Computer System** used by a motor vehicle.

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

## General Exclusions

### 8. Deliberate Acts

This Policy does not insure any loss of or **Damage** to any property or any liability caused deliberately by **You**.

### 9. Hazardous Goods

This Policy does not insure any damage, loss, **Bodily Injury** or liability arising from the use of any **Vehicle** the principle use of which is

- a) transportation of high explosives such as nitro glycerine, dynamite and/or any other similar explosive
- b) bulk transportation of any flammable liquid (use of a tank truck for the transportation of fuel oil for **Your** own use is not excluded)
- c) transportation of chemicals or gases in liquid, compressed and/or gaseous forms.

### 10. Property Maintenance

This policy does not insure any costs of maintaining the property covered by this policy.

### 11. Events occurring before cover started

This policy does not insure any **Damage** or **Bodily Injury** that happened before cover under this policy started.

### 12. Illegal Activity

This policy does not insure any **Damage** or **Bodily Injury** caused by or in connection with the insured property being used by **You**, **Your** tenant or any other lawful visitor for the conduct or attempted conduct of illegal activity.

## Section One – Road Risks

### Definition of Terms - Applicable To Sub-Sections 1 and 2

Words with special meanings in this section are highlighted in bold (or in capital letters in the schedule) and are either defined below or defined in the General Definitions. Where words or phrases are not highlighted in this manner the everyday meaning will apply.

**Advanced Driver Assisted Systems/ADAS:** means integrated in-vehicle intelligent safety systems including, but not limited to, those designed to reduce the frequency and/or severity of accidents.

**Excess(es):** means the amount **You** must pay towards any claim for each **Insured Vehicle**.

**Insured Vehicle:** means any **Motor Vehicle** which is

- a) owned by **You** or leased to **You** under a leased agreement;
- b) held in trust by **You** or in **Your** custody or control for the purposes of the motor trade **Business** as shown on the schedule;
- c) privately owned by, or leased under a lease agreement to, any Director, Partner or Proprietor of the motor trade **Business**, or their spouse, if notified to **Us** and its acceptance for insurance confirmed by **Us**.

**Motor Car:** means any private passenger carrying motor vehicle not constructed or adapted to carry more than 8 passengers (excluding the driver).

**Motor Vehicle:** means any mechanically propelled land vehicle or trailer or agricultural implement.

**Premises:** means the premises specified in the Schedule and any other premises not owned or occupied by **You** where **You** are undertaking work as a Motor Trader.

**Safety Critical Software:** means any software which without being installed or updated would make it unsafe to use the vehicle.

### Conditions - Applicable to Sub-Sections 1 and 2

The General Conditions of the policy apply to this section, and in addition:

#### 1. Reasonable precautions

**You** must take all reasonable care to keep the **Insured Vehicle** in a roadworthy condition and in good working order. **You** must, at all times

- a) maintain any **Advanced driver assistance systems** and their components in accordance with the original vehicle manufacturers technical specifications.
- b) take reasonable steps to ensure that any **Advanced driver assistance systems** are in full working order following an incident involving **Your** vehicle where **You** knew or should reasonably suspect that the functionality of such systems may have been compromised or become ineffective.
- c) install any **Safety critical software** updates made available by and/or approved by the original vehicle manufacturer of **Your** vehicle that **You**, the driver or any occupant of **Your** vehicle ought to reasonably be aware of
- d) only ever modify, install, or permit the installation or alteration of **Your** vehicle's software that is made available by and/or approved by the original vehicle manufacturer of **Your** vehicle.

## Conditions - Applicable to Sub-Sections 1 and 2

### 2. Change in Circumstances

**You** must tell us immediately in the event of the following:

- a) If **You** modify or alter any **Insured Vehicle** from standard UK specification
- b) If **You** or any driver receive a non-motoring conviction.
- c) If **You** or any driver is banned from driving.
- d) If **You** or any driver is told by the DVLA that they cannot continue to drive. **You** are reminded that the law requires **You** to inform the DVLA about any condition that may affect **Your** ability to drive safely.
- e) Where **You** update the Motor Insurance Database directly:
  - i) If **You** wish to include under this policy, a **Motor Vehicle** privately owned by, or leased under a lease agreement to, any Director, Partner or Proprietor of the motor trade **Business**, or their spouse.
  - ii) If **You** acquire a **Motor Vehicle** which has been modified or altered from standard UK specification.
- f) Where **We** update the Motor Insurance Database on **Your** behalf:
  - i) If **You** sell or change any **Insured Vehicle**.
  - ii) If **You** acquire an additional **Motor Vehicle** to be included under the policy, which will be owned by **You** or leased to **You** under a lease agreement.
  - iii) If **You** change the registration number of any **Insured Vehicle**.
  - iv) If **You** wish to include under this policy, a **Motor Vehicle** privately owned by, or leased under a lease agreement to, any Director, Partner or Proprietor of the motor trade **Business**, or their spouse.
  - v) If **You** acquire a **Motor Vehicle** which has been modified or altered from standard UK specification.

When **You** inform us of any change under a), e), f) iv) or f) v) above, **We** may amend the premium or alter the terms of the policy in respect of that vehicle(s) immediately or at the next renewal or **We** may decline to offer cover.

When **You** inform **Us** of any change under b), c) or d), **We** may amend the premium or alter the terms of the policy in respect of that driver(s) immediately or at the next renewal or **We** may decline to offer cover.

**You must tell us at the next renewal of this policy in the event of the following:**

- a) **You** or any driver have incurred any motoring convictions or have any motoring prosecutions pending.
- b) **You** or any driver have been involved in any accident, theft or loss, regardless of fault, when driving any vehicle not insured on this policy.

## Motor Insurance Database

Unless **We** agree otherwise, it is a condition of this Policy that **You** supply directly onto the Motor Insurance Database details of the **Motor Vehicles** whose use is covered by this section as required by the relevant law applicable in Great Britain and Northern Ireland.

**You** are responsible for updating the Motor Insurance Database with any changes to **Your** vehicles throughout the period of insurance.

If **Your** vehicle details are not on the Motor Insurance Database and not declared SORN, **You** may be committing an offence under the Road Traffic Act and risk enforcement action by the authorities.

**You** need to declare details of all registered vehicles, permanently and temporarily in **Your** possession for more than 14 days.

## Geographical Limits and Foreign Travel

For any use of an **Insured Vehicle** outside of the **Geographical Limits** shown under the General Exclusions heading, **You** should contact **us** on 01872 277151 to obtain an International Motor Insurance Card (Green Card).

Under Sub-Section 1 – Road Risks Third Party Liability, **We** provide the minimum third party liability cover that applies to the country concerned to allow **You** to use an **Insured Vehicle** covered by this Section in:

- a) any member country of the European Union
- b) any other country whose arrangements comply with EU directives following approval by the European Commission

The minimum third party liability cover automatically provided varies from country to country.

Subject to **Our** prior agreement and provision of an International Motor Insurance Card (Green Card), the insurance provided by Sub-Section 2 – Road Risks Accidental Damage is extended to apply, for the period shown in the Green Card, in respect of the **Motor Vehicle** described in the Green Card, whilst it is either in any country to which the Green Card applies or in transit by sea between any ports therein or between any such ports and Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.



## Sub-Section 1 – Road Risks Third Party Liability

Cover	
What IS Insured	What IS NOT Insured
<p><b>A. Legal Liability</b></p> <p>1) <b>We</b> will indemnify:</p> <ul style="list-style-type: none"> <li>i) <b>You</b>;</li> <li>ii) anyone driving with <b>Your</b> permission who is allowed to do so by <b>Your</b> current Certificate of Motor Insurance;</li> <li>iii) anyone (other than the driver) using the <b>Insured Vehicle</b> with <b>Your</b> permission who is allowed to do so by <b>Your</b> current Certificate of Motor Insurance;</li> <li>iv) any passenger;</li> <li>v) the personal representatives of any person entitled to indemnity under this sub-section following their death;</li> </ul> <p>against legal liability for death, injury or damage to property arising from any accident involving the <b>Insured Vehicle</b>.</p> <p>2) <b>We</b> will pay legal costs and professional fees and expenses incurred with <b>Our</b> consent including the cost of:</p> <ul style="list-style-type: none"> <li>i) representation at any Coroner's Court, Fatal Accident Inquiry or Court of Summary Jurisdiction;</li> <li>ii) defending proceedings arising from any death in respect of any event which may be the subject of indemnity under this section.</li> </ul> <p>3) <b>We</b> will pay for emergency treatment as required by the Road Traffic Acts arising out of the use of the <b>Insured Vehicle</b>.</p> <p>4) Cross Liabilities : If <b>You</b> consist of more than one party (and in the case of partnerships this shall mean each individual partner) <b>We</b> will indemnify each party in the terms of this section against liability incurred to the other in the same manner and to the same extent as if a separate Policy had been issued to each subject to the maximum amount payable in respect of damages arising out of one <b>Event</b> not exceeding the limit of indemnity of this section.</p>	<p><b>A.</b></p> <p>This section does not insure legal liability:</p> <ul style="list-style-type: none"> <li>a) where to <b>Your</b> knowledge or that of the person seeking indemnity the <b>Insured Vehicle</b> is being driven by anyone who is not allowed to do so by <b>Your</b> current Certificate of Motor Insurance or is being used outside the Limitations as to Use in <b>Your</b> current Certificate of Motor Insurance, except that the provision regarding a licence to drive will not operate when a licence is not required by law.</li> <li>b) for loss of or damage to the <b>Insured Vehicle</b> or any property owned or held in trust by or in the care of anyone indemnified under this section.</li> <li>c) for death of or injury to an <b>Employee</b> arising out of and in the course of employment by anyone indemnified under this section except as necessary to comply with the Road Traffic Acts.</li> <li>d) which arises only because of an agreement.</li> <li>e) which arises from the operation as a tool of the <b>Insured Vehicle</b> or of plant forming part of the <b>Insured Vehicle</b> or attached thereto except as is required by any road traffic legislation.</li> <li>f) directly caused by or contributed to by or arising from the <b>Insured Vehicle</b> while in or on that part of any aerodrome, airfield, airport or military installation provided for: <ul style="list-style-type: none"> <li>i) the take off and landing of aircraft and aerial devices or the movement of aircraft and aerial devices on the ground and</li> <li>ii) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangers</li> </ul> except as is required by any road traffic legislation.</li> </ul>

What IS Insured	What IS NOT Insured
<p>5) Contingent Liability: <b>We</b> will indemnify <b>You</b> against legal liability arising from the use by an <b>Employee</b> in connection with your <b>Business</b> of any <b>Motor Vehicle</b> not provided by <b>You</b> where at the time of the accident giving rise to the claim no other insurance indemnifies <b>You</b> or the driver or user of the <b>Motor Vehicle</b> in respect of that legal liability.</p> <p>6) Compensation for Court Attendance: If <b>We</b> request any of the following categories of people to attend court as a witness in connection with a claim under this subsection of the Policy, <b>We</b> will provide <b>You</b> with the following rates of compensation for each day on which attendance is required:</p> <ul style="list-style-type: none"> <li>- any of <b>Your</b> directors trustees or partners £500</li> <li>- any <b>Employee</b> £250.</li> </ul>	<p>g) i) for damage to property exceeding £5,000,000 in respect of any one claim or a number of claims arising from one accident.</p> <p>ii) for legal costs and professional fees and expenses arising from damage to property exceeding £2,000,000 in respect of any one claim or a number of claims arising from one accident.</p> <p>If indemnities to more than one person are involved the insurance will apply to the aggregate amount and in priority to <b>You</b>.</p> <p><b>Note – Compulsory Motor Insurance Laws</b>  <b>We</b> will provide the compulsory minimum insurance for motor vehicles required in any country which is a member of the European Community or which has satisfied the Commission of the E.C that its arrangements meet the requirements of Article 7(2) of E.C Directive 72/166/CEE or any subsequent amendment or replacement.</p> <p>If the law of any country obliges <b>Us</b> to make a payment for which, because of breach of any of the terms or conditions of this Policy, <b>We</b> would not otherwise have been liable, <b>We</b> will require <b>You</b> to refund the amount paid.</p>

## Sub-Section 2 – Road Risks Accidental Damage

### Cover

What IS Insured	What IS NOT Insured
<p><b>A. Insured Vehicle – Loss or Damage</b></p> <p>We will indemnify <b>You</b> against loss of or damage to the <b>Insured Vehicle</b> (and/or its accessories) by, at <b>Our</b> option, either paying the cost of repair or making a payment in settlement of not more than the market value.</p> <p>For the purpose of any claim settlement repair as near as is reasonably practicable will be sufficient even though the former appearance or condition of the <b>Insured Vehicle</b> (and/or its accessories) may not be precisely restored.</p> <p>If the <b>Insured Vehicle</b> is the subject of a hire purchase or leasing agreement any payment in settlement will be made to the legal owner.</p> <p>We will also pay the reasonable cost of removing the <b>Insured Vehicle</b> to the nearest repairer and returning it after repair to <b>Your</b> address as noted in <b>Our</b> records.</p>	<p><b>A.</b></p> <ul style="list-style-type: none"> <li>a) The sum of all <b>Excesses</b> shown in the schedule for each and every <b>Insured Vehicle</b> involved in any claim.</li> <li>b) The VAT element of any claim where <b>You</b> are able to recover VAT from HM Revenue and Customs.</li> <li>c) Any <b>Motor Vehicle</b> with a market value greater than £100,000 unless such <b>Motor Vehicle</b> has been notified to <b>Us</b> and its acceptance for insurance confirmed by <b>Us</b>.</li> <li>d) Loss or damage occurring on the <b>Premises</b>.</li> <li>e) Loss or damage where to <b>Your</b> knowledge the <b>Insured Vehicle</b> is being driven by anyone who is not allowed to do so by <b>Your</b> current Certificate of Motor Insurance or is being used outside the Limitations as to Use in <b>Your</b> current Certificate of Motor Insurance, except that the provision regarding a licence to drive will not operate when a licence is not required by law.</li> <li>f) Any caravan trailer owned by <b>You</b> or hired, leased or loaned to <b>You</b>.</li> <li>g) Loss of use, depreciation (including diminution in value as a consequence of repair), wear and tear or mechanical, electrical, electronic or computer failure or breakdown.</li> <li>h) Damage to tyres by punctures, cuts or bursts.</li> <li>i) Loss or damage resulting from:             <ul style="list-style-type: none"> <li>(i) defective workmanship, or</li> <li>(ii) work being carried out on the <b>Insured Vehicle</b>.</li> </ul> </li> <li>j) Loss resulting from deception by a purported purchaser or their agent.</li> <li>k) Loss or damage resulting from riot or civil commotion outside Great Britain, the Isle of Man and the Channel Islands.</li> <li>l) Any amount in excess of the Maximum Vehicle Value shown in the schedule for any one <b>Insured Vehicle</b>.</li> </ul>

What IS Insured	What IS NOT Insured
<p><b>B. Personal Effects</b> Where the <b>Insured Vehicle</b> is a <b>Motor Car</b> <b>We</b> will pay up to a total of £500 for personal effects (other than money) lost or damaged whilst in or on the <b>Insured Vehicle</b>.</p> <p><b>C. Medical Expenses</b> Where the <b>Insured Vehicle</b> is a <b>Motor Car</b> <b>We</b> will pay up to a total of £250 for medical expenses incurred by each person who is accidentally injured whilst in the <b>Insured Vehicle</b>.</p> <p><b>D. Personal Accident Benefits</b> Where the <b>Insured Vehicle</b> is a <b>Motor Car</b> and any policy holder, director, partner or their spouse suffers accidental <b>Bodily Injury</b> in connection with the <b>Insured Vehicle</b> or whilst in any other <b>Motor Car</b> <b>We</b> will pay to the injured person £5,000 if within 12 months that injury alone causes:</p> <ul style="list-style-type: none"> <li>i) death, or</li> <li>ii) complete and permanent loss of sight of an eye, or</li> <li>iii) complete and permanent loss of the use of a hand or foot, or</li> <li>iv) permanent total disablement from attending to any <b>Business</b> or occupation.</li> </ul> <p><b>We</b> will not pay more than £5,000 for injury to any one person and <b>We</b> will not pay for injury to any one person under more than one motor insurance policy.</p> <p><b>E. Loss of Use of Customers Vehicles</b> <b>We</b> will pay costs or expenses necessarily and reasonably incurred by any customer, with <b>Our</b> written consent, in being deprived of the use of a <b>Motor Vehicle</b> following loss of or damage indemnified under part A of this sub-section to each and any <b>Motor Vehicle</b>, but only during a reasonable period necessary to allow for repair or replacement thereof.</p> <p><b>We</b> will not pay more than £50,000 in respect of any one <b>Event</b>.</p>	<p><b>B.</b> Loss or damage occurring on the <b>Premises</b>.</p>

## Sub-Section 3 – Motor Legal Expenses

This sub section is administered by ARAG plc on behalf of the Insurer SCOR UK Company Limited. ARAG plc is registered in England number 02585818. Registered address 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

SCOR is registered in England and Wales number 01334736. Registered office address 10 Lime Street, London, EC3M 7AA. SCOR is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority firm registration number 202333.

### Definition of Terms – Applicable To Sub-Section 3: Motor Legal Expenses

**Appointed Advisor:** means the solicitor or other advisor appointed by **Us** to act on **Your** behalf.

**Collective Conditional Fee Agreement:** means a legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** for paying their professional fees on the basis of either

- i) 100% “no-win, no-fee” or
- ii) where discounted, that a discounted fee is payable.

**Conditional Fee Agreement:** means a legally enforceable agreement entered into between **You** and the **Appointed Advisor** for paying their professional fees on the basis of either

- i) 100% “no-win, no-fee” or
- ii) where discounted, that a discounted fee is payable.

**Geographical Limit:** means the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and any member country of the European Union.

**Insured:** means **You** and any driver or passenger in or on an **Insured Vehicle** with **Your** permission.

**Insured Vehicle:** means the vehicle specified in **Your** Certificate of Motor Insurance and any trailer attached to it.

**Insurer:** means SCOR UK Company Limited.

**Legal Costs and Expenses:** means

- a) reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the Standard Basis, and agreed in advance by **Us** or Fixed Recoverable Costs. The term “Standard Basis” can be found within the Court’s Civil Procedure Rules Part 44;
- b) other side’s costs and disbursements where **You** have been ordered to pay them or pay them with **Our** agreement.

**Reasonable Prospects of Success:** means that it is always more likely than not that:

- (a) **Your** claim or appeal will be successful, and
- (b) any judgment being sought by **You** will be enforced.

**We, Us, Our:** means ARAG plc who is authorised under a coverholder agreement on behalf of the **Insurer**.

**You, Your:** means the person(s) named in the Certificate of Motor Insurance for this Policy.

## Cover – Applicable To Sub-Section 3: Motor Legal Expenses

What IS Insured	What IS NOT Insured
<p>The <b>Insurer</b> will indemnify <b>You</b> if an event which is another party's fault:</p> <ol style="list-style-type: none"> <li>1) damages the <b>Insured Vehicle</b> and/or personal property in or on it, and/or</li> <li>2) injures or kills the <b>Insured</b> whilst in or on an <b>Insured vehicle</b>.</li> </ol> <p>The <b>Insurer</b> will pay <b>Your Legal Costs and Expenses</b> and vehicle hire costs up to a total of £100,000 (for all claims arising from or relating to the same original cause including the cost of appeals) provided that:</p> <ol style="list-style-type: none"> <li>1) the accident happens in the <b>Geographical Limit</b>;</li> <li>2) the claim               <ol style="list-style-type: none"> <li>(a) always has <b>Reasonable Prospects of Success</b>;</li> <li>(b) is reported to <b>Us</b> <ol style="list-style-type: none"> <li>(i) during the Period of Insurance</li> <li>(ii) as soon as possible after the accident; and</li> </ol> </li> </ol> </li> <li>3) unless there is a conflict of interest, the <b>Insured</b> always agrees to use the <b>Appointed Advisor</b> chosen by <b>Us</b> before proceedings have been or need to be issued</li> <li>4) the claim falls under the jurisdiction of a court or the Motor Insurers' Bureau and in the <b>Geographical Limit</b>; and</li> <li>5) the <b>Insured</b> enters into a <b>Conditional Fee Agreement</b> (unless the <b>Appointed Advisor</b> has entered into a <b>Collective Conditional Fee Agreement</b> with <b>Us</b>) where legally permitted.</li> </ol> <p>Vehicle hire costs apply for one continuous period following a road traffic collision between the <b>Insured Vehicle</b> and another vehicle occurring in England and Wales, the mainland of Scotland and Northern Ireland provided that:</p> <ol style="list-style-type: none"> <li>a) the <b>Insured Vehicle</b> cannot be driven safely or without risking a motor offence;</li> <li>b) the accident was entirely the other person's fault;</li> </ol>	<p>This sub-section does not insure:</p> <ol style="list-style-type: none"> <li>a) <b>Legal Costs and Expenses</b> incurred before <b>We</b> accept a claim or without <b>Our</b> written agreement;</li> <li>b) the defence of any claim other than appeals against the <b>Insured</b>;</li> <li>c) an accident that happens before the start of this sub-section;</li> <li>d) fines, penalties or compensation awarded against <b>You</b>;</li> <li>e) a group litigation order;</li> <li>f) a contract</li> <li>g) a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.</li> </ol>

## Cover – Applicable To Sub-Section 3: Motor Legal Expenses

What IS Insured	What IS NOT Insured
<p>c) the other person can be identified and has in place a valid Certificate of Motor Insurance;</p> <p>d) <b>We</b> make the arrangements to provide a replacement vehicle for <b>You</b>.</p> <p>This policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.</p>	

## Conditions – Applicable to Sub-Section 3: Motor Legal Expenses

Where the **Insurer's** risk is affected by the **Insured's** failure to keep to any conditions of this subsection, the **Insurer** can refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to claim back **Legal Costs and Expenses** from the **Insured** if this happens.

### 1. The Insured's Responsibilities

The **Insured** must:

- a) tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to claim back losses;
- b) cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, keep them updated with progress of the claim and not hinder them;
- c) take reasonable steps to claim back **Legal Costs and Expenses** and vehicle hire costs and, where recovered, pay them to the **Insurer**;
- d) keep **Legal Costs and Expenses** and vehicle hire costs as low as possible;
- e) allow the **Insurer** at any time to take over and conduct in **Your** name, any claim.

### 2. Freedom to Choose an Appointed Advisor

- a) In certain circumstances as set out in 2. (b) below, The **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.
- b) The **Insured** may choose an **Appointed Advisor** if:
  - i) **We** agree to start proceedings or proceedings are issued against an **Insured**,  
or
  - ii) there is a conflict of interest.
- c) Where the **Insured** wish to exercise the right to choose, the **Insured** must write to **Us** with their preferred representative's contact details. Where the **Insured** chooses to use their preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel. (**Our** panel solicitor firms are chosen with care and **We** agree special terms with them including rates which may be lower than those available from other firms.)

## Cover – Applicable To Sub-Section 3: Motor Legal Expenses

- d) If the **Insured** dismiss the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses to continue acting for the **Insured** with good reason, the cover will end immediately. **We** reserve the right to appoint another appointed representative in accordance with 2. (b) and (c) above.

### 3. Consent

- a) The **Insured** must agree to **Us** having sight of the **Appointed Advisor's** file relating to the **Insured's** claim. The **Insured** is considered to have provided consent to **Us** or **Our** appointed agent to have sight of **Your** file for auditing and quality control purposes.
- b) An **Insured** must have **Your** agreement to claim under this policy.

### 4. Settlement

- a) The **Insurer** can settle the claim by paying the reasonable value of the **Insured's** claim.
- b) The **Insured** must not negotiate, settle the claim or agree to pay **Legal Costs and Expenses** without **Our** written agreement.
- c) If the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor** the **Insurer** may refuse to pay further **Legal Costs and Expenses** or vehicle hire costs.

### 5. Barrister's Opinion

**We** may require the **Insured** to obtain and pay for an opinion from a barrister regarding the merits or value of the claim. If the opinion supports the **Insured**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the **Insurer** will pay for a final opinion which shall be binding on the **Insured** and **Us**. This does not affect the **Insured's** right under Condition 6 below.

### 6. Disputes

If any dispute between the **Insured** and **Us** arises from this sub-section of the Policy, the **Insured** can make a complaint to **Us** as described under the heading "Complaints Procedure" and **We** will try to resolve the matter. If **We** are unable to satisfy the **Insured's** concerns the **Insured** can ask the Financial Ombudsman Service to arbitrate over the complaint.

### 7. Fraudulent Claims and claims tainted by dishonesty

- a) If an **Insured** makes any claim which is fraudulent or false, this section of the policy may become void and all benefit under it may be lost.
- b) An **Insured** shall at all times be entirely truthful, accurate and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **Insured** has breached this condition and that the breach has:
  - i) affected **Our** assessment of **Reasonable Prospects of Success**, and/or
  - ii) prejudiced in any part the outcome of the **Insured's** claimthe **Insurer** shall have no liability for **Legal Costs and Expenses**.

### 8. Acts of Parliament

All legal instruments and rules referred to within this section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.



## Making a claim – Applicable To Sub-Section 3: Motor Legal Expenses

Should an **Insured** need to make a claim under Sub-Section 3: Motor Legal Expenses; under no circumstances should the **Insured** instruct their own solicitor as **We** will not pay any costs incurred without **Our** agreement. The **Insured** should contact **Us** on 01872 272 160, lines are open 24 hours, 365 days per year for motor legal expenses reporting. **We** will require details of the accident and names and addresses of all parties involved including any witnesses.

If the advisor believes the accident is not the **Insured's** fault, **We** will arrange for a legal expert to contact the **Insured** who will help claim back losses and obtain compensation for any injuries and/or for the **Insured** to be contacted to assess their need and suitability for a replacement vehicle. Ensure no contact is made with anyone else regarding claiming back losses or compensation for personal injury.

## Section Two: Public and Products Liability

### Definition of Terms

Words with special meanings in this section are highlighted in bold (or in capital letters in the schedule) and are either defined below or defined in the General Definitions. Where words or phrases are not highlighted in this manner the everyday meaning will apply.

**Asbestos** means asbestos, asbestos fibres or any derivatives of asbestos and any product containing these in whatever form or quantity.

**Bodily Injury** means physical injury or disease or a recognisable psychiatric injury, including death resulting therefrom.

**Business** means the activity(ies) of the **Insured** as stated in the business description in the schedule and including:

- a) the ownership, occupation, repair, maintenance and decoration of **Your** property;
- b) the provision of catering, social, sports, educational and welfare facilities and first aid, medical and ambulance services for the benefit of **Employees**;
- c) the provision of fire and security services maintained only for the protection of premises owned by **You** ;
- d) private work undertaken within the **Geographical Limits** by an **Employee** with **Your** prior consent for any director, trustee, partner or **Employee** of **Yours**.

**Contract Works** means:

- a) work executed or in the course of execution, including materials and plant, in connection with contracts undertaken by **You**; and/or
- b) property which **You** are required to insure under clause 21.2.1 or 6.5.1 of the Joint Contracts Tribunal (JCT) Standard Form of Building Contract or any clause of similar intent in an equivalent contract.

**Damage** means physical loss, destruction or damage.

**Employee(s)** means any person working for **You** in connection with **Your Business** who is:

- a) under a contract of service or apprenticeship with **You**;
- b) a labour master or labour-only sub-contractor or person supplied by them;
- c) self-employed (for labour only);
- d) working under a recognised work experience or training scheme;
- e) a voluntary helper;
- f) borrowed by or hired to **You**; or
- g) a director of **Your Business**.

**Motor Vehicle:** means any mechanically propelled land vehicle or trailer or agricultural implement.

**Pollution** means:

- a) all pollution or contamination of **Buildings** or other structures or of water or land or the atmosphere; and
- b) all **Bodily Injury**, loss or **Damage** directly or indirectly caused by such pollution or contamination.

**Premises** means those parts of the **Buildings** occupied by **You** in connection with the **Business**.

**Principal** means any party (other than a director trustee partner or **Employee**) on whose behalf **You** are undertaking work in connection with the **Business**.

**Products** means **Motor Vehicles** or goods (including their containers, labelling and instructions) sold, supplied, repaired, serviced, altered, renovated, processed, installed or tested by **You** in the course of the **Business**.

## Section Two: Public and Products Liability

### Cover

What IS Insured	What IS NOT Insured
<p>1. We will pay all sums which <b>You</b> shall become legally liable to pay as compensation for:</p> <ul style="list-style-type: none"> <li>a) accidental <b>Bodily Injury</b> of any person;</li> <li>b) accidental <b>Damage</b> to property not belonging to <b>You</b> or in <b>Your</b> charge or under <b>Your</b> control or that of an <b>Employee</b>;</li> <li>c) nuisance, trespass to land, trespass to goods or interference with any easement of air, light, water or way;</li> <li>d) wrongful arrest, detention or false imprisonment of any person.</li> </ul> <p>happening during the period of insurance and caused in connection with the <b>Business</b>.</p> <p><b>Section Limits</b> The total amount <b>We</b> will pay for:</p> <ul style="list-style-type: none"> <li>a) any one <b>Event</b>;</li> <li>b) all <b>Events</b> occurring in any one Period of Insurance attributable to: <ul style="list-style-type: none"> <li>i) <b>Products</b>;</li> <li>ii) <b>Pollution</b>;</li> </ul> </li> </ul> <p>shall not exceed the Section Limit shown in the schedule.</p> <p>This limit is reduced to £1,000,000 in respect of <b>Events</b> involving any electric, oxyacetylene or similar welding or cutting equipment, blow lamps, blow torches or similar equipment for the application of heat away from the <b>Premises</b>.</p> <p>2. This insurance extends to include legal liability happening during the period of insurance and arising in connection with the <b>Business</b>:</p> <ul style="list-style-type: none"> <li>a) from an <b>Event</b> occurring outside the <b>Geographical Limits</b>, caused by: <ul style="list-style-type: none"> <li>i) <b>You</b> or <b>Your</b> directors, partners or <b>Employees</b> while temporarily outside the <b>Geographical Limits</b>;</li> <li>ii) <b>Products</b> supplied from within the <b>Geographical Limits</b>;</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>a) <b>The Excess</b> <b>We</b> will not pay any <b>Excess</b> shown in the schedule.</li> <li>b) <b>Bodily Injury to any Employee.</b> <b>We</b> will not pay any claim for <b>Bodily Injury</b> to any <b>Employee</b>.</li> <li>c) <b>Aviation, Marine or Nuclear</b> <b>We</b> will not pay any claim which arises from: <ul style="list-style-type: none"> <li>i) the manufacture, repair, supply or distribution of aircraft or ships, or, with <b>Your</b> specific knowledge, of machinery or components with aviation or marine applications;</li> <li>ii) <b>Products</b> used in connection with any power station or nuclear installation which affects or could affect the safety or operation of such installations.</li> </ul> </li> <li>d) <b>Pharmaceuticals and drugs</b> <b>We</b> will not pay any claim which arises from the manufacture, making-up, dispensing, supply or distribution of drugs, medicines or pharmaceuticals other than the dispensing, supply or distribution of proprietary preparations in unopened containers as supplied by the manufacturers.</li> <li>e) <b>Harmful products</b> <b>We</b> will not pay any claim which arises from the manufacture, supply or distribution of <b>Asbestos</b> or <b>Asbestos</b> products, chemicals of an explosive, toxic or noxious nature, or munitions.</li> <li>f) <b>Heat work away from the Premises</b> <b>We</b> will not pay any claim arising from the use by <b>You</b> or <b>Your</b> directors, partners or <b>Employees</b>, away from the <b>Premises</b>, of any electric, oxyacetylene or similar welding or cutting equipment, blow lamps, blow torches or similar equipment for the application of heat unless: <ul style="list-style-type: none"> <li>i) <b>You</b> carry suitable portable fire extinguisher(s) in full working order and complying with the relevant British Standard;</li> </ul> </li> </ul>

What IS Insured	What IS NOT Insured
<p>b) from <b>Damage</b> to:</p> <ul style="list-style-type: none"> <li>i) any building, including its contents, temporarily in <b>Your</b> custody or control or that of <b>Your</b> directors, partners or <b>Employees</b> (but not owned, hired, let or rented by <b>You</b>) for the purposes of carrying out work;</li> <li>ii) any building (including landlord's fixtures and fittings therein) hired, let or rented to <b>You</b> but this extension shall not apply to <b>Damage</b> by any cause against which the lease or tenancy agreement stipulates that insurance shall be effected by the lessee or tenant;</li> <li>iii) directors' or <b>Employees'</b> property;</li> <li>iv) customers' or visitors' property while temporarily on the <b>Premises</b> (except property for alteration, cleaning, inspection, repair, servicing or storage);</li> <li>v) any <b>Motor Vehicle</b> not belonging to <b>You</b> but which is or has been in <b>Your</b> custody or control caused by <b>Your</b> faulty or defective repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment. However, <b>We</b> will not pay for the cost of repeating or rectifying the original work that gave rise to the damage.</li> </ul> <p><b>We</b> will in addition pay costs and expenses incurred with <b>Our</b> consent, including the cost of representation at any Coroner's Court, Fatal Accident Inquiry or court of Summary Jurisdiction, subject to any relevant limits shown in the Additional Covers of this section.</p>	<ul style="list-style-type: none"> <li>ii) The area in the immediate vicinity of the work is cleared of all moveable combustible material. Combustible materials which cannot be moved must be covered and protected by overlapping sheets or screens of non-combustible material;</li> <li>iii) A fire safety check of the working area to discover smoke, smouldering or flames is made at regular intervals during the work and between 30 minutes and 60 minutes after completion of each period of work;</li> <li>iv) Where there is more than one person working at a site where heat is being used, a responsible person is appointed at each site to ensure that the precautions stipulated here are fully observed;</li> <li>v) Blow lamps and blow torches are filled in the open and are not lit until immediately before use and are extinguished immediately after use;</li> <li>vi) The heating of asphalt, bitumen, tar or pitch is carried out in the open in a vessel designed for the purpose, placed on a non-combustible surface. This exclusion does not apply if <b>You</b> can demonstrate that the non-compliance could not have increased the risk of the loss arising.</li> </ul> <p>g) <b>Gradual Pollution</b> <b>We</b> will not pay for any <b>Pollution</b> other than caused by a sudden, identifiable, unintended or unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All such <b>Pollution</b> which arises out of one incident will be deemed to have occurred at the time the incident takes place.</p> <p>h) <b>Motor vehicles</b> <b>We</b> will not pay any claim arising from the use by <b>You</b> or on <b>Your</b> behalf of any motor vehicle in circumstances to which the Road Traffic Acts apply or for which <b>You</b> insure liability under a more specific policy.</p> <p>i) <b>Exports to the United States or Canada</b> <b>We</b> will not pay any claim arising from known exports of any <b>Products</b> directly or indirectly to the United States of America or Canada.</p>

What IS Insured	What IS NOT Insured
	<p>j) <b>Advice</b> We will not pay any claim arising from advice, design, specification or treatment provided by or through <b>You</b> or <b>Your</b> directors, partners or <b>Employees</b> for a fee or in circumstances where a fee would normally be charged.</p> <p>k) <b>Equipment loaned, leased or hired</b> We will not pay any claim arising from the use of plant or equipment loaned, leased or hired to any other party by <b>You</b>.</p> <p>l) <b>Aircraft, watercraft and railways</b> We will not pay any claim arising from the ownership, possession or use by <b>You</b> or on <b>Your</b> behalf of:</p> <ul style="list-style-type: none"> <li>(i) any vessel or craft designed to travel through air or space;</li> <li>(ii) hovercraft or watercraft or any other vessel or craft designed to float on or in or travel through water other than hand-propelled watercraft;</li> <li>(iii) any railway, siding or rolling stock.</li> </ul> <p>m) <b>Own property</b> We will not pay any claim arising from <b>Damage</b> to:</p> <ul style="list-style-type: none"> <li>(i) material property owned by <b>You</b>;</li> <li>(ii) material property in <b>Your</b> custody or control or that of <b>Your</b> directors, partners or <b>Employees</b>, other than as insured under (2)(b);</li> </ul> <p>n) <b>Contract Works</b> We will not pay any claim arising from <b>Damage</b> to <b>Contract Works</b>;</p> <p>o) <b>Defective workmanship</b> We will not pay for <b>Damage</b> to part of any material property on which <b>You</b> or anyone acting on <b>Your</b> behalf is or has been working if the loss or <b>Damage</b> results directly from such work.</p> <p>p) <b>Product damage or product recall</b> We will not pay any claim in respect of:</p> <ul style="list-style-type: none"> <li>i) <b>Damage</b> to or the cost of altering, removing, replacing, reinstating or repairing <b>Products</b> or <b>Contract Works</b>, other than any <b>Motor Vehicle</b>;</li> </ul>

What IS Insured	What IS NOT Insured
	<ul style="list-style-type: none"> <li>ii) repeating or rectifying any original repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment;</li> <li>iii) the cost of recalling or making any refunds in respect of <b>Products</b> or <b>Contract Works</b>.</li> </ul> <p>q) <b>Contractual liability</b>  <b>We</b> will not pay any claim which arises:</p> <ul style="list-style-type: none"> <li>i) only because of an agreement relating to: <ul style="list-style-type: none"> <li>a) the sale or supply of <b>Products</b>;</li> <li>b) a building hired, let or rented to <b>You</b>.</li> </ul> </li> <li>ii) under the terms of any other contract or agreement unless such liability would have attached in the absence of such contract or agreement.</li> </ul> <p>r) <b>Fines or penalties</b>  <b>We</b> will not pay any liquidated, punitive or exemplary damages, fines or penalties, including HSE Fees for Intervention.</p> <p>s) <b>Claims from the United States or Canada</b>  <b>We</b> will not pay any claim which arises from an action brought in a court of law in the United States of America or Canada or in a country which operates under the laws of the United States of America or Canada, or from any proceedings to enforce a judgement in such an action.</p> <p>t) <b>Asbestos</b>  <b>We</b> will not pay any claim directly or indirectly arising out of or resulting from or in consequence or in any way involving the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to <b>Asbestos</b> or materials or products containing <b>Asbestos</b>:  This exclusion shall not apply in respect of such removal, storage or disposal provided that:</p> <ul style="list-style-type: none"> <li>i) the amount of any claim occurring during any one Period of Insurance shall not exceed £2,000,000 in the aggregate or the amount of the Limit of Indemnity for this Section as stated in the schedule, whichever is lower;</li> <li>ii) such activity does not form part of <b>Your</b> usual <b>Business</b>;</li> <li>iii) the discovery of <b>Asbestos</b> is unintentional and accidental;</li> </ul>

What IS Insured	What IS NOT Insured
	<ul style="list-style-type: none"> <li>iv) upon discovery of <b>Asbestos</b> or products made entirely or mainly of <b>Asbestos</b> all work stops immediately;</li> <li>v) an HSE licensed <b>Asbestos</b> removal contractor who has Employers' Liability and Public and Products Liability insurances in force that: <ul style="list-style-type: none"> <li>a) provide Limits of Indemnity no less than those stated in the schedule; and</li> <li>b) do not exclude the work to be carried out is contracted if legally required to make safe the area in which the discovery is made as soon as is practicable.</li> </ul> </li> <li>u) <b>Genetically modified products</b>  <b>We</b> will not pay any claim arising from: <ul style="list-style-type: none"> <li>(i) the production, supply of, or presence on the <b>Premises</b> of any genetically modified <b>Products</b>, where liability may be attributed directly or indirectly to the genetic characteristics of the <b>Products</b>;</li> <li>(ii) the spread or the fear of spread of genetically modified organism characteristics into the environment or any change to the environment arising from research into testing of or production of genetically modified organisms.</li> </ul> </li> <li>v) <b>Demolition and construction</b>  <b>We</b> will not pay any claim arising from: <ul style="list-style-type: none"> <li>i) demolition, except demolition by <b>You</b> or under <b>Your</b> supervision of: <ul style="list-style-type: none"> <li>a) buildings or parts of buildings, not more than 10 metres in height, where the work forms part of a contract for reconstruction, alteration or repair by <b>You</b> or</li> <li>b) other structures not more than 4 metres in height and not forming part of any building.</li> </ul> </li> <li>ii) the construction, alteration, maintenance or repair of blast furnaces, bridges, chimney shafts, colliery overhead winding gear, cranes, dams, docks, gasholders, hangars, reservoirs, steeples, towers and viaducts;</li> <li>iii) piling, tunnelling, mining, work in tunnels or mines or the making of any excavations exceeding in part a depth of 5 metres;</li> <li>iv) the use of explosives.</li> </ul> </li> </ul>

What IS Insured	What IS NOT Insured
	<p>w) <b>Overseas residency</b>  <b>We</b> will not pay any claim arising from any action for damages brought against <b>You</b> in any country outside the European Union, the Channel Islands or the Isle of Man in which <b>You</b> occupy <b>Premises</b> or are represented by any resident <b>Employee</b>.</p>

### Additional Cover

What IS Insured	What IS NOT Insured
<p><b>1. Defence costs</b>  <b>We</b> will pay costs and expenses incurred with <b>Our</b> consent by <b>You</b> or <b>Your</b> directors, partners or <b>Employees</b> in defending legal proceedings (including appeal) arising out of any prosecution, inquiry, emergency control order, forfeiture, improvement notice, order to warn, prohibition notice, prohibition order or suspension notice brought for a breach of:</p> <ul style="list-style-type: none"> <li>a) the Health &amp; Safety at Work etc. Act 1974, the Health and Safety Inquiries Procedure Regulations 1975 and the Health and Safety at Work (Northern Ireland) Order 1978;</li> <li>b) Part II of the Consumer Protection Act 1987;</li> <li>c) the Food Safety Act 1990 and the Food Safety (Northern Ireland) Order 1991;</li> <li>d) Work at Height Regulations 2005;</li> <li>e) Provision and Use of Work Equipment Regulations 1998;</li> <li>f) Control of Vibration at Work Regulations 2005;</li> <li>g) Gas Safety (Installation and Use) Regulations 1998;</li> <li>h) Dangerous Substances and Explosive Atmospheres Regulations 2002;</li> <li>i) Construction (Design &amp; Management) Regulations 2007.</li> </ul> <p>or any subsequent amendments or additions to this legislation, alleged to have been committed during the period of insurance in connection with the <b>Business</b>.</p>	<p>No cover is provided:</p> <ul style="list-style-type: none"> <li>a) where the proceedings relate to <b>Bodily Injury</b> to an <b>Employee</b>;</li> <li>b) in respect of fines or penalties of any kind, including HSE Fees for Intervention.;</li> <li>c) if payment has already been provided or will be provided under the Corporate Manslaughter Defence Costs cover of this section;</li> <li>d) where the proceedings have resulted from any deliberate act or omission by: <ul style="list-style-type: none"> <li>1. <b>You</b> or any director, trustee or partner of <b>Yours</b>;</li> <li>2. any <b>Employee</b> of <b>Yours</b> who has specific responsibility for compliance with the relevant legislation which could reasonably have been expected to constitute a breach of the legislation.</li> </ul> </li> </ul> <p>The total amount <b>We</b> will pay in respect of any one <b>Event</b> shall not exceed £500,000.</p>



What IS Insured	What IS NOT Insured
<p>Any appeal will only be funded by <b>Us</b> if Kings Counsel has advised that it is more likely for an appeal to be successful than not. A different Kings Counsel must be used for this purpose to any that may have been involved prior to the conviction.</p> <p><b>2. Defective Premises Act 1972</b>  <b>We</b> will pay any costs <b>You</b> become legally liable to pay (in relation to property previously owned or occupied by <b>You</b>) for <b>Your</b> legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of <b>Bodily Injury</b> or <b>Damage</b> which occurs within a period of seven years from the expiry or cancellation of this policy.</p> <p><b>3. Corporate Manslaughter Defence Costs</b>  <b>We</b> will pay legal costs and expenses incurred with <b>Our</b> prior consent in connection with the defence of any criminal proceedings, or an appeal against conviction which arises from criminal proceedings, for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the period of insurance in the course of the <b>Business</b>.  Provided that:</p> <ul style="list-style-type: none"> <li>a) where <b>We</b> have already agreed to pay legal costs incurred in the defence of any criminal proceedings arising out of the same <b>Event</b> which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide any amount already paid by <b>Us</b> will be taken into account in calculating <b>Our</b> liability under this extension;</li> <li>b) <b>You</b> must obtain <b>Our</b> prior consent before the appointment of any solicitor or counsel who is to act for <b>You</b> and on <b>Your</b> behalf</li> <li>c) any appeal will only be funded by <b>Us</b> if Kings Counsel has advised that it is more likely for an appeal to be successful than not. A different Kings Counsel must be used for this purpose to any that may have been involved prior to the conviction.</li> </ul>	<p>No cover is provided in respect of the cost of remedying any defect or alleged defect in the premises disposed of.</p> <p>The total amount <b>We</b> will pay in respect of damages for any one <b>Event</b> shall not exceed the Section Limit shown in the schedule.</p> <p>No cover is provided:</p> <ul style="list-style-type: none"> <li>i) Where the proceedings relate to <b>Bodily Injury</b> to an <b>Employee</b>;</li> <li>ii) in respect of any proceedings which result from <b>Your</b> deliberate act or omission or the deliberate act or omission of any trustees managerial <b>Employees</b> partners or directors of <b>Yours</b> while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission;</li> <li>iii) in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders.</li> </ul> <p>The total amount <b>We</b> will pay under this extension shall not exceed £1,000,000 for any <b>Event</b> occurring in any one period of insurance. This limit will form part of and not be in addition to the Section Limit stated in the schedule.</p>

What IS Insured	What IS NOT Insured
<p><b>4. Personal representatives</b> Unless <b>We</b> specifically state otherwise in the event of <b>Your</b> death the cover under this section will extend to include <b>Your</b> personal representatives in respect of any legal liability for which <b>You</b> would have been entitled to reimbursement had the claim been made against <b>You</b>.</p> <p><b>5. Payment to principal</b> Unless <b>We</b> specifically state otherwise, if the following people have a claim made against them for which <b>You</b> would be insured by this Section if the claim were made against <b>You</b>, at <b>Your</b> request <b>We</b> will pay for any amounts for which they are legally liable:</p> <ul style="list-style-type: none"> <li>a) any <b>Principal</b>;</li> <li>b) any trustee, partner or <b>Employee</b> of <b>Yours</b>;</li> <li>c) any officer or member of <b>Your</b> canteen, social, sports and welfare facilities and fire, first aid, ambulance and security services (but excluding medical or dental practitioners) in their individual capacities as such;</li> <li>d) any trustee, partner or <b>Employee</b> of <b>Yours</b> in respect of private work carried out with <b>Your</b> prior consent by an <b>Employee</b> for such trustee, partner or <b>Employee</b> provided that such people shall keep to the terms, conditions and limitations of this policy.</li> </ul> <p><b>6. Cross liabilities</b> If <b>You</b> consist of more than one party (and in the case of partnerships this shall mean each individual partner) this Section shall apply as though each were insured separately provided that the maximum amount payable in respect of damages arising out of one <b>Event</b> shall not exceed the Section Limit shown on the schedule.</p> <p><b>7. Compensation for court attendance</b> If <b>We</b> request any of the following categories of people to attend court as a witness in connection with a claim under this section of the policy <b>We</b> will provide <b>You</b> with the following rates of compensation for each day, or part of a day, on which attendance is required:</p> <ul style="list-style-type: none"> <li>a) Any of <b>Your</b> directors trustees or partners £500</li> <li>b) Any <b>Employee</b> £250</li> </ul>	

What IS Insured	What IS NOT Insured
<p><b>8. Wrongful Interference</b>  Loss resulting from any <b>Motor Vehicle</b> purchased by <b>You</b> during the Period of Insurance being subject to a breach of implied warranty of title, in that if:</p> <ul style="list-style-type: none"> <li>i) the rightful and lawful owner thereof substantiates a valid claim for the return of the <b>Motor Vehicle</b> or its equivalent value, or</li> <li>ii) the person to whom <b>You</b> have sold the <b>Motor Vehicle</b> substantiates a valid claim for damages in lieu of the <b>Motor Vehicle</b> being returned to its rightful owner,</li> </ul> <p><b>We</b> will pay up to £50,000 against 80% of any loss for each such <b>Motor Vehicle</b> provided that:</p> <ul style="list-style-type: none"> <li>a) all payments for <b>Motor Vehicles</b> purchased or allowances for part exchange are settled by cheque or credit against the new purchase; and</li> <li>b) no payment is made until HPI Limited or Experian Limited confirm the <b>Motor Vehicle</b> is not the subject of hire purchase interest. Such confirmation in writing will be required by <b>Us</b> in the event of a claim; and</li> <li>c) the maximum <b>We</b> will pay for all claims under this section shall not exceed £100,000 in any one Period of Insurance.</li> </ul> <p><b>9. Financial Loss Extension – Motor Vehicles Supplied</b>  <b>Your</b> legal liability for damages and claimant’s costs and expenses in respect of <b>Financial Loss</b> sustained as a direct result of any <b>Motor Vehicle</b> sold or supplied by <b>You</b>, during the Period of Insurance in connection with the <b>Business</b>, which is not of merchantable quality or fit for the intended purpose.</p> <p>The maximum <b>We</b> will pay for all claims under this extension shall not exceed £250,000 in any one Period of Insurance.</p> <p>For the purposes of this extension <b>Financial Loss</b> means: an accidental pecuniary loss, cost or expense incurred in respect of any <b>Motor Vehicle</b> sold or supplied by <b>You</b> in connection with the <b>Business</b> and not caused by personal injury or damage to property.</p>	<ul style="list-style-type: none"> <li>a) The first £1,000 of each and every claim.</li> <li>b) Liability arising from advice, design, specification or treatment provided for a fee by or through <b>You</b> or <b>Your</b> directors, partners or <b>Employees</b>.</li> <li>c) Liability arising from known exports of any <b>Motor Vehicle</b> to the United States of America or Canada.</li> <li>d) Any claim which arises from an action brought in a court of law in the United States of America or Canada or in a Country which operates under the laws of the United States of America or Canada, or from any proceedings to enforce a judgement in such an action.</li> <li>e) Liability which arises only because of an agreement relating to the sale or supply of a <b>Motor Vehicle</b> or under the terms of any other contract or agreement unless such liability</li> </ul>

What IS Insured	What IS NOT Insured
	<p>would have attached in the absence of such contract or agreement.</p> <p>f) Any claim in respect of the cost of recalling, altering, repairing, replacing or making any refund in respect of <b>Motor Vehicle</b> sold or supplied by <b>You</b> connection with the <b>Business</b>.</p> <p>g) Liquidated, punitive or exemplary damages, fines or penalties.</p>

**Claims Settlement Provisions**

- i) **We** will not be liable to make a payment under more than one sub-section of this Section in respect of **Damage** caused by the same **Event**.
- ii) **We** will settle a claim for damages by payment on the basis of the liability incurred, subject to any relevant monetary limit and/or **Excess** specified in this section or in the Schedule.

Where **We** are liable to make payments to more than one person the total amount payable to all parties including **You** in respect of damages arising from one **Event** shall not exceed the Section Limit shown in the schedule.

Please also refer to the general Claims Conditions of this policy.

## Section Three: Environmental Damage

The schedule will show if this section applies and the cover is in force

Note (not forming part of the policy)

It is important that as soon as **You** become aware of any Claim being made against **You** or any **Incident** or any circumstances that might reasonably be expected to bring about a **Claim** or **Incident**, **You** notify us in writing or call the Environmental Damage Claims telephone number highlighted in the Claims Conditions part of this section.

This insurance is provided on a 'Costs Inclusive' basis. This means that legal costs are included within the limit of indemnity specified in the schedule.

If **We** agree to include additional **Insureds** to the policy, please refer to the revised terms which will apply to this section. **We** will provide **You** with these revised terms at the relevant time.

### Definition of Terms

Each time any of the following words or phrases appear in this section in bold type (or in capital letters in the schedule) they will take the meaning shown below or if not defined below in the General Definitions.

Where words or phrases are not highlighted in this manner the everyday meaning will apply.

1. **Biological contaminants** means mould, mildew, fungi or bacterial matter including any substance produced by, emanating from, or arising out of any such biological contaminants.
2. **Bodily Injury** means physical injury, sickness, disease, mental anguish or emotional distress including death resulting therefrom.
3. **Business activity** means the day to day business as described in the schedule and as undertaken throughout the European Economic Area, which shall include, but not be limited to:
  - a) **Your** day to day activities on property **You** own, or lease;
  - b) **Your** day to day activities at or on third party premises;
  - c) transportation by **You** or on **Your** behalf and associated with **Your Business activity**.
4. **Claim(s)** means a written demand from someone who is not an **Insured** (including but not limited to a body designated by a member state as responsible for enforcing obligations provided for in the European Union Directive 2004/35/EC on environmental liability and/or any equivalent local legislation that implements it) seeking a remedy or asserting liability against **You** for **Loss**.
5. **Clean-up costs** means costs, charges and expenses, including reasonable and necessary legal expense incurred with **Our** written consent (such consent not to be unreasonably withheld or delayed), to investigate, neutralise, remove, remediate, monitor and dispose of **Pollutants** to the extent required by **Environmental laws**, or that have actually been incurred by any governmental entity duly acting under the authority of **Environmental laws**, or that have actually been incurred by third parties where required by **Environmental laws**.

**Clean-up costs** shall also include:

  - a) **restoration costs**; or
  - b) **mitigation expenses**

**Clean-up costs** shall not include **Defence expense** or **Environmental damage expense**.
6. **Deductible** means the amount stated in the schedule as applicable to the Environmental Damage Section of the Policy applied in accordance with the 'Limits and deductibles' part of this section.

## Definition of Terms

7. **Defence expense** means reasonable and necessary legal fees and all other charges costs and expenses that **You** have to pay resulting from the investigation, adjustment, defence and appeal of a **Claim**. **Defence expense** shall include any settlement or cost order or demand for claimants or government entity costs arising out of any **Claim**. **Defence expense** shall not include **Your** internal expenses or the salaries of **Your** employees.
8. **Emergency situation** means an unplanned and unexpected event following which **You** have a legal duty to take immediate action to reduce, mitigate, remediate or prevent any further **Incident**, **Claim** or further **Loss** under this policy.
9. **Environmental damage** means the measurable
  - a) adverse change to water, land, protected species or natural habitats; or
  - b) impairment of a natural resource service caused by an emission, event, incident or activity; and for which **You** are legally responsible under European Union Directive 2004/35/EC on environmental liability and/or any local legislation that implements it.
10. **Environmental damage expense** means reasonable and necessary costs, charges and expenses to investigate and/or undertake Primary, Compensatory or Complementary Remediation required pursuant to the European Union Directive 2004/35/EC on environmental liability and/or any local legislation that implements it.

Primary Compensatory or Complementary Remediation are as defined by the European Union Directive 2004/35/EC on environmental liability and/or any local legislation that implements it.
11. **Environmental laws** means any applicable European Community directive, regulation or decision, any national statute, statutory instrument, regulation, by-law, rule, regulation, ordinance, circular or guidance provided that they have the force of law, or any permit, consent, licence, notice, order or instruction of any national or local governmental or statutory authority, agency, court or like entity.
12. **Extended reporting period** means the period as stated in the schedule.
13. **Genetically modified product** means a genetically modified item, animal and/or crop (including materials, parts, equipment, containers, labelling and packaging relating to such item, animal and/or crop).
14. **Imminent threat** means a reasonable likelihood that **Environmental damage or a Pollution condition** will occur if a fault within a facility, structure or piece of equipment is not repaired or remediated within 72 hours from when the fault is first identified, provided that such a fault has:
  - a) suddenly arisen; and
  - b) not been allowed to arise through a failure to maintain property, equipment and all other assets related to **Your Business activity** in good repair.
15. **Incident** means
  - a) any **Pollution condition**;
  - b) any actual or potential **Environmental damage**; or
  - c) any identified **Imminent threat** or **Emergency situation**.
16. **Loss** means as applicable
  - a) **Environmental damage expense**; or
  - b) **Clean-up costs**; or
  - c) **Defence expense**; or
  - d) **Third party damages expense**.

## Definition of Terms

17. **Mitigation expense** means reasonable and necessary costs incurred to mitigate a **Pollution condition** constituting an **Emergency situation** whereby in the absence of such mitigation:

- a) **Bodily Injury** or **Property damage** to third parties will occur; or
- b) **Environmental damage** will occur; or
- c) pursuant to **Environmental laws**, **clean-up costs** will be incurred.

**Mitigation expense** does not include costs associated with capital improvements, betterment, or routine maintenance.

18. **Nuisance** includes statutory public or private nuisance arising from a **Pollution condition**.

19. **Policy period** means the period of insurance as stated in the schedule to this policy or any shorter period arising as a result of cancellation.

20. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled reconditioned or reclaimed.

21. **Pollution condition** means the emission, discharge, dispersal, migration, release or escape of **Pollutants** provided such are not naturally occurring. The entirety of any such **Pollution condition** or any series of interrelated, associated, repeated or continuous **Pollution condition** shall be deemed to be one **Pollution condition**.

22. **Property damage** means

- a) Physical injury to or destruction of tangible property including all resulting loss of use and diminution in value of that property; or
- b) Loss of use, but not diminution in value, of tangible property that is not physically injured. For the avoidance of doubt this includes loss of, or interference with, amenity or enjoyment of property.

23. **Responsible insured** means any officer, director, partner, manager or supervisor of the **Insured**.

24. **Restoration costs** means reasonable and necessary costs incurred by the **insured** with **Our** consent, which shall not be unreasonably withheld or delayed, to restore, repair or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring **clean-up costs**.

**Restoration Costs** shall also include the reasonable and necessary costs that **You** incur with **Our** approval, which **We** will not unreasonably withhold or delay, to restore, repair or replace **Your** buildings or facilities damaged during work performed in the course of incurring **clean-up costs**, to a standard which aims to reduce their impact upon the environment, and the costs of such environmental works shall not to exceed 15% of the total **Restoration Costs** for any one occurrence but in any event costs of such environmental works shall not exceed £1,000,000 in the aggregate, such limit to be within and part of the **Policy Aggregate Limit**. Such environmental works may include but are not limited to:

- i) using sustainable construction materials;
- ii) modifying design and/or materials in order to reduce atmospheric emissions or improve energy efficiency.

**Restoration Costs** shall not include:

- a) any cost associated with the regular maintenance, betterment, or upgrade or improvement of **Your** own or leased equipment structures or facilities (but excluding any environmental works outlined above);
- b) the replacement of any equipment, buildings or facilities that were not damaged by the work performed in the course of incurring **Clean-up costs**;

## Definition of Terms

- c) restoration, repair or replacement costs exceeding the net present value of **Your** equipment structures or facilities immediately prior to incurring **Clean-up costs**;

d) **Defence Expense.**

**25. Retroactive date** means the date set out as such in the schedule.

**26. Section limit** means the applicable limit of liability attaching to this section (Environmental Damage) as stated in the schedule

**27. Third party damages expense** means monetary awards or settlements of compensatory damages arising out of **Bodily Injury, Property damage** or **Nuisance** to a third party and where allowable by law, aggravated, exemplary or multiple damages for such **Bodily Injury, Nuisance** and **Property damage**.

**28. Underground storage tank system** means a tank or tanks used to contain petroleum or chemical products which has at least ten (10) percent of its volume beneath the surface of the ground including any connected underground piping underground ancillary equipment and containment system.

## Cover

We will pay on **Your** behalf all **Loss** described below arising from an unexpected and unintended **Claim Incident** or legal obligation to pay **Environmental damage expense** and it is a condition precedent to **Our** liability under this section that any such

- i) awareness of **Your** legal obligation to pay **Loss** first occurs; or
- ii) **Claim** is first made against **You**; or
- iii) an **Incident** first occurs

during the **Policy period** and is reported to **Us** in accordance with the 'Claims conditions' part of this section.

### A. Defence expense

**Defence expense** in response to **Claims** otherwise covered by this section.

### B. Environmental damage

**Environmental damage expense** that **You** become legally obligated to pay as a result of **Environmental damage** or an **Imminent threat** associated with **Environmental damage** on or after the **Retroactive date** arising solely as a consequence of **Your Business activity**.

### C. Business activity

**Clean-up costs** that **You** become legally obligated to pay as a result of:

- a) **Claims** arising from a **Pollution condition**; or
- b) an **Emergency situation**;

on or after the **Retroactive date** arising solely as a consequence of **Your Business activity**.



## Conditions

### 1. Reasonable care

**You** must take all reasonable care to prevent **Claims** or **Loss** and to maintain property equipment and all other assets related to **Your Business activity** in good repair and to comply with all environmental licences and permits statutory obligations and regulations.

### 2. Extended reporting period

If **You** do not renew this section **You** have the right to the period of time stated in the schedule following the date of expiration in which to give notice of any covered **Loss**.

### 3. Assignment.

**You** may not assign this section or any rights contained within it without **Our** prior written consent which **We** will not unreasonably withhold or delay.

### 4. Inspections surveys & audits

**We** or **Our** appointed representatives have the right but are not obligated to make inspections surveys or audits of **Your Business activity** at **Our** expense and at reasonable notice to **You** but during the **Policy period**. Any inspections, surveys or audits **We** undertake relate only to the insurability of the risk and the premiums to be charged.

### 5. Dispute resolution

If any dispute arises in relation to this section the parties will initially try to settle it by mediation in accordance with the Centre for Dispute Resolution Model Mediation Procedure.

If the dispute cannot be resolved by mediation within a period of 3 months from the commencement of mediation the dispute shall be referred to arbitration in London by a tribunal of three arbitrators under the provisions (both mandatory and non-mandatory) of the Arbitration Act 1996. Within 28 days of the failure of mediation each party will select a separate arbitrator with the third selected by the two party appointed arbitrators. If the two arbitrators cannot agree then the third arbitrator will be appointed by the President for the time being of the Chartered Institute of Arbitrators.

Each arbitrator will be suitably qualified and be from either the environmental insurance or legal professions.

The decision of this tribunal will be final and binding on all parties. The cost for the tribunal will be shared equally between all parties irrespective of its outcome.

## Claims Conditions

In the event of an **Incident, Loss** or **Claim**

### 1. When to notify – Condition precedent

- a. It is a condition precedent to **Our** liability under this section that **You** shall notify **Us** in writing, or by using the Environmental Damage Claims telephone number highlighted below, as soon as practicable, but in no event later than the end of the **Policy period** in which the **Incident** is identified, the **Claim** is received or the awareness of **Your** legal obligation to pay **Environmental damage expense** occurs, of any **Incident, Claim** or **Loss**

**Environmental Damage Claims telephone number: 01872 277151**

## Claims Conditions

To the extent possible such notification should include

- i) How when and where the **Incident** took place;
- ii) The names and addresses of any injured persons and witnesses; and
- iii) The nature and location of any injury or damage that has or could arise out of the **Incident**.

Any **Incident** reported to **Us** in accordance with this provision shall be subject to paragraph 2 'Extended Reporting Period' in the 'Conditions' part of this section

Notice of an **Incident** is not notice of a **Claim**

- b. If **You** or a **Responsible Insured** receive a **Claim** for **Loss** covered by this section **You** must
  - i) record the specifics of the **Claim** and the date received;
  - ii) ensure that **We** receive written notice of the **Claim** as soon as practicable, but in no event later than the end of this **Policy period**;
  - iii) send **Us** copies of any demands, notices, summonses or legal papers received in connection with the **Claim**;
  - iv) authorise **Us** (such authorisation not to be unreasonably withheld or delayed) to obtain records and other information;
  - v) cooperate with **Us** in the investigation, settlement or defence of the **Claim**; and
  - vi) assist **Us**, upon **Our** request, in the enforcement of any right against any person or organisation which may be liable to **You** because of injury or damage to which this insurance may also apply.

### 2. After an incident has been identified

- a. **You** shall have the duty to, where practicably possible, reduce, mitigate, remediate or prevent any **Incident, Claim** or further **Loss** under this section.
- b. **You** shall have the duty to clean up **Pollutants**, remediate **Environmental damage** and remediate or prevent an **Imminent threat** to the extent required by **Environmental laws**. **We** shall have the right but not the duty to review and approve all such actions.

In accordance with the above paragraph **You** shall retain competent professional(s) or contractor(s) mutually acceptable to **us**. **We** shall have the right but not the duty to review and approve all such parties.

**You** shall notify us of actions and measures taken pursuant to this paragraph as soon as practicable. Where such clean up is undertaken by **You** on **Our** behalf all rates will be limited to rates **We** would actually pay to competent professional(s) or contractor(s) that **We** would retain to undertake such clean up or remediation works. Any such expenses incurred by **You** or on **Our** behalf shall be subject to the **Deductible** and shall reduce the **Section limit**.

### 3. Voluntary payments

Except for when there is an **Imminent threat** or an **Emergency situation** **You** will not make any payments, assume any obligation or incur any expense, without **Our** consent (such consent not to be unreasonably withheld or delayed).

### 4. Our rights – Following an incident

**We** shall have the right but not the duty to clean-up, remediate or mitigate an **Incident** upon receiving notice as directed in item 1 above. Any sums expended by **Us** will be deemed incurred or expended by **You**, shall be subject to the **Deductible** and shall reduce the **Section limit**.

### 5. Legal defence investigation and settlement

- a. **We** will have the right and the duty to defend **You** against any **Claim** seeking those sums to which this insurance applies. **We** may at **Our** discretion investigate any **Pollution condition** regardless of whether any **Claim** has been made. With respect to any **Claim** **We** defend, subject to the **Section limit**, **We** will pay **Defence expense** for the investigation, defence or appeal of the **Claim**. In the event that the **Section limit** has been exhausted, then **Our** right and duty to defend any **Claim** will cease. Any payment of **Defence expense** will be subject to the **Deductible** and shall reduce the **Section limit**.

## Claims Conditions

- b. **We** shall not settle any **Claim**, without the consent of the **Insured** against whom the **Claim** is made. If however **You** refuse to consent to any settlement recommended by **Us** and elect to contest the

**Claim** or continue any legal proceedings in connection with such **Claim**, subject to the **Section limit**, **Our** liability for **Loss** shall not exceed the amount for which the **Claim** could have been settled plus **Defence expense** incurred up to the date of such refusal, less the **Deductible** or the outstanding balance of the **Deductible**. Any payment of **Defence expense** will erode the **Section limit**.

- c. If, by mutual agreement or by law, **You** are entitled to select defence counsel to defend any **Claim** at **Our** expense, the legal fees and all other litigation expenses **We** must pay to that counsel are limited to the rates **We** would actually pay to counsel that **We** retain in the ordinary course of business in the defence of similar **Claims** in the community where the **Claim** arose or is being defended. **We** will have the right to require that such counsel have certain minimum qualifications with respect to competency, including experience in defending claims similar to the one pending against **You**, and to require such counsel to have errors and omissions insurance coverage. **You** agree that such independent counsel will timely respond to **Our** requests for information regarding any **Claim**.

## 6. Subrogation

In the event of any payment under this section, **We** shall be subrogated to all of **Your** rights of recovery against any third party and **You** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. **You** shall do nothing to prejudice **Our** rights under this paragraph. Any recovery as a result of subrogation proceedings shall accrue first to **You** to the extent of any payments in excess of the **Section limit**; then to **us** to the extent of **Our** payment under this section; and then to **You** to the extent of **Your Deductible** or coinsurance. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

## Limits and deductibles

The **Section limit** and the rules below fix the most **We** will pay regardless of the number of **Insureds Incidents** or **Claims** subject to the applicable **Deductible**.

The **Section limit** applies to the entire **Policy period**. If the **Policy period** is extended after policy issuance the additional period will be deemed part of the last preceding period for the purposes of determining the **Section limit**.

### 1. Multiple policy periods and claims

- a. When **We** issue claims made pollution liability coverage for **Your Business activity** in one or more policy periods and a **Claim** is first made against **You** and reported to **Us** in accordance with the terms and conditions of this section, or **Loss** is incurred during this **Policy period**, then all **Claims** or **Loss** arising out of the same, related or continuous **Incident** shall be deemed to have been first made and reported or incurred during this **Policy period**. This is provided that **You** have maintained claims made pollution liability coverage with **Us** on a continuous uninterrupted basis since the first such **Loss** had been incurred or a **Claim** was first made against **You**, and reported to **Us**. All such **Claims** or **Loss** will be subject to the terms, conditions and **Section limit**.
- b. All **Claims** first made against **You** and reported to **Us** during the **Policy period** or all **Loss** incurred by **You** during the **Policy period** and arising out of the same, continuous, repeated or related **Incident** shall be deemed to be a single **Claim** and shall be deemed to have been made at the time the first of those **Claims** is made or **Loss** is incurred.

## Limits and deductibles

### 2. Deductible

**Our** obligation to make payments under this section for **Loss** is in excess of the applicable **Deductible** stated in the schedule.

If the same related or continuous **Incident** result in cover under one or more coverages, only the highest **Deductible** amount stated in the schedule amongst all coverage sections applicable to the **Claim** for **Loss** will apply.

This section operates in excess of the **Deductible**, however **We** may, without any obligation whatsoever, advance payment of part or all of the **Deductible** and, upon notification of such payment made **You** will promptly reimburse **Us** within thirty (30) days. Payment of any **Loss** or amounts within the **Deductible** will not create any obligations or be construed as a waiver of **Our** rights under this section.

## Exclusions

**We** shall have no liability under this section for any **Loss** or **Claim** arising directly or indirectly from:

### 1. Known prior incidents

An **Incident** that occurred and of which **You** or the **Responsible insured** were aware prior to the **Policy period**. This exclusion will not apply to any **Incident** that is listed in an endorsement to this section.

### 2. Identified underground storage tank system

Any **Underground storage tank system** that is located at a property that **You** own or lease and that **You** or any **Responsible insured** as of the start of the **Policy Period** knew to be present

This exclusion does not apply to an **Underground storage tank system** that is:

- a. less than 10 years old as at the **Retroactive date**; or
- b. double skinned or has been relined within 10 years before the start of the **Policy Period** by a reputable servicer of **Underground storage tank systems**.

### 3. Deliberate acts or omissions

A deliberate or wilful act or omission by **You** or a **Responsible insured** where **You** or a **Responsible insured** either intends to cause **Environmental damage Bodily Injury Property damage or Nuisance** or is reckless as to whether **Environmental damage Bodily Injury Property damage or Nuisance** is caused.

### 4. Asbestos or lead based paint in buildings & structures

The actual or alleged presence of or exposure to

- a. lead based paint; or
- b. asbestos asbestos-containing material asbestos-based products asbestos fibres asbestos dust or asbestos waste;

present, installed, stored or applied in or upon any building or structure. For the avoidance of doubt, this exclusion does not apply to lead based paint or asbestos, asbestos-containing material, asbestos-based products, asbestos fibres, asbestos dust or asbestos waste buried in the soil, or in groundwater.

### 5. Biological contaminants in buildings & structures

The actual or alleged presence of or exposure to **Biological contaminants** present in or upon any building or structure, unless caused by the processing or treatment of waste as part of the **Business activity**. For the avoidance of doubt, this exclusion does not apply to biological contaminants in the soil, or in groundwater.

## Exclusions

### 6. Upgrades and improvements

The cost of upgrades improvements or maintenance of any equipment, structures or facilities associated with **Your Business activity**, whether or not such work is:

- a. in compliance with any permit or licence requirements; or
- b. directed by any government entity; or
- c. undertaken in response to an **Imminent threat** or **Emergency situation**.

### 7. Material change in business activity or use of covered location

A material change in:

- a. use at a property that **You** own or lease; or
- b. **Your Business activity**

as declared in the proposal form or as modified by endorsement during the **Policy period**.

### 8. Sale or abandonment

Properties that **You** no longer own operate or control.

### 9. Contractual liability

**Your** assumption of liability in a contract or agreement unless **You** would have this liability in the absence of such contract or agreement or assumed in a contract that is listed in an endorsement to this section.

### 10. Products

Any item that **You** sell, supply, manufacture, construct, assemble, alter, repair, service, treat, handle, distribute or dispose of including materials, parts, equipment, containers, packaging or labelling, once such item has ceased to be in **Your** possession or control. This exclusion also applies to warranties or representations that **You** make, or are made on **Your** behalf, in relation to the fitness, quality, durability, performance or use of such item.

### 11. Professional services

The performance of or failure to perform professional services by or on behalf of the **Insured**. Professional services will include but not be limited to recommendations, opinions, advice or strategies rendered by or on behalf of the **Insured** for a fee.

This exclusion does not apply to improper or inadequate supervision of any entity for which the **Insured** is legally liable when operating at third party properties.

### 12. Cargo at rest or wrongly delivered

Cargo that is either no longer under the control of **You** or the entity transporting cargo on **Your** behalf, has been relinquished to a third party, or has been delivered to the wrong address or receptacle.

This exclusion applies, but is not limited to **Incidents** that occur:

- a. after cargo is finally delivered; or
- b. while the cargo is in storage having been off loaded from the vehicle that was transporting it; or
- c. while the cargo is unsecured and at rest in excess of forty eight (48) hours.

### 13. Property damage to cargo or vehicles

**Property damage** to cargo or any vehicle.

### 14. Fines and penalties

Criminal fines, criminal penalties, punitive or liquidated damages or contractual penalties.

### 15. Employer's liability

**Bodily Injury** to:

- a. **Your** employees while performing their duties as part of **Your Business activity**; or
- b. any person whose right to assert a **Claim** against **You** arises by reason of any employment, blood, marital or other relationship with **Your** employees.

This exclusion applies to any liability imposed by the provisions of any Employers Liability legislation.

## Exclusions

### 16. Territory and sanctions

An **Incident** or **Claim** where cover under this section would be prohibited by any applicable law or regulation including economic or trade sanctions. **We** shall have no liability to pay any claim or provide any benefit under the section where to do so would be a breach of any applicable economic or trade sanctions or other law or regulation. If payment of an otherwise valid and collectible claim under the section would be in breach of applicable economic or trade sanctions or other law or regulation, such payment will only be due if an appropriate licence permitting such payment is obtained. For any such time as it is reasonably likely that such a licence will be obtained, such payment funds will be held in escrow for the benefit of the **Insured** or claimant as applicable until the requisite licence is obtained.

### 17. Public & products liability

Any **Claim** which is covered by under Section Two (Public and Products Liability).

### 18. Genetically modified products and organisms

- a. In connection with the **Business Activity**, the production, manufacture, distribution, handling, repair, alteration, treatment, supply of or presence (on the premises only) of any **Genetically modified product** where **Your** liability may be attributed directly or indirectly to the genetic characteristics of such product; or
- b. The spread, the fear of spread, the threat of spread or the fear of threat of spread of genetically modified organism characteristics into the environment or any change to the environment arising from research into testing of or production of genetically modified organisms.

### 19. Landfills

Material or items which are landfilled or landraised on property that **You** own lease or control.

### 20. Redevelopment

Any **Loss** arising from a **Pollution condition** or **Environmental damage** first discovered by the excavation or movement of any ground material (including but not limited to surface soils and subsurface soils) by a redevelopment, refurbishment or voluntary site investigation completed at the premises. For the avoidance of doubt this exclusion does not apply to below ground works required to install maintain or repair below-ground services on the premises.

## Section Four: Employers' Liability

This Section of the Policy is operative only if stated in the Schedule

### Definition of Terms

Words with special meanings in this section are highlighted in bold (or in capital letters in the schedule) and are either defined below or defined in the General Definitions. Where words or phrases are not highlighted in this manner the everyday meaning will apply.

**Bodily Injury** means physical injury or disease or a recognisable psychiatric injury, including death resulting therefrom.

**Business** means the activity(ies) of the **Insured** as stated in the business description in the schedule and including:

- a) the ownership, occupation, repair, maintenance and decoration of **Your** property;
- b) the provision of catering, social, sports, educational and welfare facilities and first aid, medical and ambulance services for the benefit of **Employees**;
- c) the provision of fire and security services maintained only for the protection of premises owned by **You** ;
- d) private work undertaken within the **Geographical Limits** by an **Employee** with **Your** prior consent for any director, trustee, partner or **Employee of Yours**.

**Employee(s)** means any person working for **You** in connection with **Your Business** who is:

- a) under a contract of service or apprenticeship with **You**;
- b) a labour master or labour-only sub-contractor or person supplied by them;
- c) self-employed (for labour only);
- d) working under a recognised work experience or training scheme;
- e) a voluntary helper;
- f) borrowed by or hired to **You**; or
- g) a director of **Your Business**.

**Event** means one occurrence or series of occurrences arising from or attributable to one source or original cause.

**Principal** means any party (other than a director, trustee, partner or **Employee**) on whose behalf **You** are undertaking work in connection with the **Business**.

**Terrorism** means any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## Cover

What IS Insured	What IS NOT Insured
<p><b>We</b> will pay all sums which <b>You</b> become legally liable to pay as damages including claimants' costs and expenses arising out of <b>Bodily Injury</b> to an <b>Employee</b> caused during the period of insurance in connection with the <b>Business</b></p> <p>a) within the <b>Geographical Limits</b>, or  b) elsewhere in the world where an <b>Employee</b> is temporarily employed for not more than 60 days provided the <b>Employee</b> is domiciled and was engaged by <b>You</b> within the <b>Geographical Limits</b>.</p> <p>This insurance complies with the provisions of any law enacted in the <b>Geographical Limits</b> relating to the compulsory insurance of liability to employees.</p> <p>General Exclusion (3) does not apply to this section.</p> <p>General Exclusion (4)(b) does not apply to this section except in respect of liability of any <b>Principal</b> and liability assumed by agreement.</p>	<p>The total amount <b>We</b> will pay in respect of:</p> <p>a) any one <b>Event</b> which is directly or indirectly caused by, results from or is in connection with <b>Terrorism</b> shall not exceed £5,000,000. If <b>We</b> allege the <b>Bodily Injury</b> has resulted from <b>Terrorism</b> the burden of proving the contrary shall be upon <b>You</b>;</p> <p>b) any other <b>Event</b> shall not exceed the Section Limit shown in the Schedule.</p> <p><b>We</b> will not pay any claim which arises from:</p> <p>a) <b>Bodily Injury</b> to any <b>Employee</b> while working offshore on oil or gas installations and/or supply, support or accommodation vessels or structures relating to such an installation or whilst travelling to or from them by sea or air;</p> <p>b) An <b>Event</b> in respect of which liability is required to be insured under the compulsory motor insurance provisions of the Road Traffic Acts.</p>



## Additional Cover

What IS Insured	What IS NOT Insured
<p><b>1. Defence costs under the Health &amp; Safety at Work etc. Act 1974</b></p> <p><b>We</b> will pay costs and expenses incurred with <b>Our</b> consent by <b>You</b> or <b>Your</b> directors, partners or <b>Employees</b> in defending legal proceedings (including appeal) arising out of any prosecution, inquiry, emergency control order, forfeiture, improvement notice, order to warn, prohibition notice, prohibition order or suspension notice brought for a breach of the Health &amp; Safety at Work etc. Act 1974 or any subsequent amendments or additions to this legislation, alleged to have been committed during the period of insurance in connection with the <b>Business</b>.</p> <p>Any appeal will only be funded by <b>Us</b> if Kings Counsel has advised that it is more likely for an appeal to be successful than not. A different Kings Counsel must be used for this purpose to any that may have been involved prior to the conviction.</p> <p><b>2. Corporate manslaughter defence costs</b></p> <p><b>We</b> will pay legal costs and expenses incurred with <b>Our</b> prior consent in connection with the defence of any criminal proceedings, or an appeal against conviction which arises from criminal proceedings, for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the period of insurance in the course of the <b>Business</b>. Provided that:</p> <p>a) where <b>We</b> have already agreed to pay legal costs incurred in the defence of any criminal proceedings arising out of the same <b>Event</b> which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide, any amount already paid by <b>Us</b> will be taken into account in calculating <b>Our</b> liability under this extension;</p> <p>b) <b>You</b> must obtain <b>Our</b> prior consent before the appointment of any solicitor or counsel who is to act for <b>You</b> and on <b>Your</b> behalf;</p>	<p>No cover is provided:</p> <p>a) for anyone other than an <b>Employee</b>;</p> <p>b) in respect of fines or penalties of any kind, including HSE Fees for Intervention;</p> <p>c) if payment has already been provided or will be provided under the Corporate Manslaughter Defence Costs extension of this section;</p> <p>d) where the proceedings have resulted from any deliberate act or omission by:</p> <p>i) <b>You</b> or any director, trustee or partner of <b>Yours</b>;</p> <p>ii) any <b>Employee</b> of <b>Yours</b> who has specific responsibility for compliance with the above legislation which could reasonably have been expected to constitute a breach of the above legislation.</p> <p>The total amount <b>We</b> will pay in respect of any one <b>Event</b> occurring in any one period of insurance shall not exceed £500,000.</p> <p>No cover is provided:</p> <p>a) for anyone other than an <b>Employee</b>;</p> <p>b) in respect of any proceedings which result from <b>Your</b> deliberate act or omission or the deliberate act or omission of any trustees, managerial <b>Employees</b>, partners or directors of <b>Yours</b> while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission;</p> <p>c) in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders.</p> <p>The total amount <b>We</b> will pay under this extension shall not exceed £1,000,000 for any <b>Event</b> occurring in any one period of insurance.</p> <p>This limit will form part of and not be in addition to the Section Limit stated in the schedule.</p>

What IS Insured	What IS NOT Insured
<p>c) any appeal will only be funded by <b>Us</b> if Kings Counsel has advised that it is more likely for an appeal to be successful than not. A different Kings Counsel must be used for this purpose to any that may have been involved prior to the conviction.</p> <p><b>3. Personal representatives</b> Unless <b>We</b> specifically state otherwise in the event of <b>Your</b> death the cover under this section will extend to include <b>Your</b> personal representatives in respect of any legal liability for which <b>You</b> would have been entitled to reimbursement had the claim been made against <b>You</b>.</p> <p><b>4. Payment to principal</b> Unless <b>We</b> specifically state otherwise, if the following people have a claim made against them for which <b>You</b> would be insured by this section if the claim were made against <b>You</b>, at <b>Your</b> request <b>We</b> will pay for any amounts for which they are legally liable:</p> <ul style="list-style-type: none"> <li>a) any <b>Principal</b>;</li> <li>b) any trustee, partner or <b>Employee of Yours</b>;</li> <li>c) any officer or member of <b>Your</b> canteen, social, sports and welfare facilities and fire, first aid, ambulance and security services (but excluding medical or dental practitioners) in their individual capacities as such;</li> <li>d) any trustee, partner or <b>Employee of Yours</b> in respect of private work carried out with <b>Your</b> prior consent by an <b>Employee</b> for such trustee, partner or <b>Employee</b>.</li> </ul> <p>Provided that such people shall keep to the terms, conditions and limitations of this policy.</p> <p><b>5. Compensation for court attendance</b> If <b>We</b> request any of the following categories of people to attend court as a witness in connection with a claim under this section of the policy <b>We</b> will provide <b>You</b> with the following rates of compensation for each day, or part of a day, on which attendance is required:</p> <ul style="list-style-type: none"> <li>(a) Any of <b>Your</b> directors, trustees or partners £500</li> <li>(b) Any <b>Employee</b> £250.</li> </ul>	

What IS Insured	What IS NOT Insured
<p><b>6. Cross liabilities</b>            If <b>You</b> consist of more than one party (and in the case of partnerships this shall mean each individual partner) <b>We</b> will deal with each party in the terms of this policy against liability incurred to the other in the same manner and to the same extent as if a separate policy had been issued to each subject to the maximum amount payable in respect of damages arising out of one <b>Event</b> not exceeding the Section Limit shown on the schedule.</p>	

**Claims Settlement Provisions**

**We** will settle a claim for damages by payment on the basis of the liability incurred, subject to any relevant monetary limit specified in this Section.

If the sum payable for any claim or claims made against **You** is greater than the maximum sum payable **You** will be responsible for any extra amount. **You** shall also pay such proportion of the legal costs as the extra amount bears to the total sum payable for such claim or claims.

Please also refer to the Claims Conditions of this policy..

## Section Five: Property Damage

This Section of the Policy is operative only if stated in the Schedule

### Definition of Terms

Words with special meanings in this section are highlighted in bold (or in capital letters in the schedule) and are either defined below or defined in the General Definitions. Where words or phrases are not highlighted in this manner the everyday meaning will apply.

**Buildings:** means the main structure(s) at the Risk Address(es) stated in the schedule including

- a) wind turbines and solar panels where attached to the main structure(s);
- b) outbuildings;
- c) walls, gates and fences;
- d) landlord's fixtures and fittings;
- e) car parks, yards, paved areas, roads, drives, pavements, footpaths, fixed signs, cess pits and septic tanks but excluding bridges unless specifically mentioned in the schedule;
- f) underground pipes, cables and wires;
- g) telecommunication, television and radio aerials, satellite dishes, aerial fittings and masts;
- h) fixed video, audio and building management and security systems and equipment;
- i) all fixed glass including shop fronts;
- j) fixed signs and sanitary fixtures provided they are within the boundaries of the land for which **You** are responsible

**Business Hours:** means the period during which **You** or **Your** directors, partners or **Employees** are in or on the **Premises** in connection with the **Business**.

**Damage** means physical loss, destruction or damage.

**Deeds:** means deeds, documents, manuscripts, business books, computer systems records, patterns, models, moulds, plans, drawings and designs, owned by you or for which **You** are legally responsible.

**Employee(s)** means any person working for **You** in connection with **Your Business** who is:

- a) under a contract of service or apprenticeship with **You**;
- b) a labour master or labour-only sub-contractor or person supplied by them;
- c) self-employed (for labour only);
- d) working under a recognised work experience or training scheme;
- e) a voluntary helper;
- f) borrowed by or hired to **You**; or
- g) a director of **Your Business**.

**Heave:** means upward movement of the ground beneath the **Buildings** as a result of the soil expanding.

## Definition of Terms

**Insured Peril:** means

- 1) Fire, excluding **Damage** to property undergoing any process involving the application of heat.
- 2) Lightning.
- 3) Explosion, excluding **Damage** resulting from the bursting of any apparatus (other than boilers used for domestic purposes only), owned by **You** or under **Your** control, in which internal pressure is due to steam only.
- 4) Earthquake, subterranean fire or volcanic eruption.
- 5) (i) Aircraft or other aerial devices or articles dropped from them.  
(ii) Impact by trains, road vehicles or animals.
- 6) Riot, civil commotion, labour and political disturbances, excluding **Damage** in Northern Ireland.
- 7) Malicious persons, excluding:
  - a) **Damage** caused by theft;
  - b) **Damage** occurring while the **Premises** are **Unoccupied**;
  - c) **Damage** in Northern Ireland.
- 8) Theft or attempted theft involving:
  - a) violent and forcible entry to or exit from the **Premises** or
  - b) assault or violence or threat of assault or violence to:
    - i) **You** or **Your** directors partners or **Employees**;
    - ii) any member of **Your** family or a directors partners or **Employee's** family;
    - iii) any customer while on the **Premises**;excluding theft or attempted theft:
  - a) arising where **You** or any member of **Your** household or any of **Your** directors, partners or **Employees** are concerned as principal or accessory;
  - b) of moveable property in the open. This exclusion will not apply to **Motor Vehicles** at the **Premises** subject to the following security requirements being met:
    - i) all keys are removed from **Motor Vehicles** and kept in a locked safe, cupboard or drawer;
    - ii) all **Motor Vehicle** doors and similar openings are locked and all windows are fully closed;
    - iii) all tracker immobilising and security protections are maintained and working when the **Motor Vehicles** are not in use.
  - c) resulting from deception by a purported purchaser or his agent.

## Definition of Terms

- 9) Accidental damage excluding:
- a) **Pollution or Contamination;**
  - b) The cost of maintenance or routine redecoration;
  - c) Mechanical or electrical failure;
  - d) **Damage** caused by:
    - i) wear and tear, atmospheric, climatic or weather conditions, the action of light, or any gradually operating cause;
    - ii) chewing, scratching, tearing or fouling by domestic pets;
    - iii) vermin, insects, wet or dry rot, or fungus;
    - iv) faulty workmanship, defective design or the use of defective materials;
    - v) demolition or any structural alteration or repair to the **Buildings;**
  - e) **Damage** occurring during any period in which the **Buildings** are **Unoccupied;**
  - f) Deterioration of food;
  - g) **Damage** to pedal cycles or sports equipment;
  - h) **Damage** caused by any process of cleaning, dyeing, renovating or restoring.
  - i) **Damage** to tyres by punctures, cuts or bursts.
- 10) Storm or Flood, excluding:
- a) **Damage:**
    - i) caused by frost, **Subsidence, Heave** or **Landslip;**
    - ii) attributable solely to change in the **Water Table** level;
  - b) **Damage** to moveable property in the open, fences and gates. This exclusion will not apply to **Motor Vehicles** at the **Premises.**
- 11) Escape of water or oil from any automatic sprinkler installation or other fixed water or heating system (but not **Damage** to the system itself), excluding **Damage** occurring while the **Buildings** are **Unoccupied.**
- 12) Falling trees or branches or radio/television aerials or masts or satellite dishes.
- 13) **Subsidence** or **Heave** or **Landslip**, excluding **Damage:**
- a) Due to coastal or river erosion;
  - b) Caused by **Settlement** or shrinkage;
  - c) arising from faulty workmanship, defective design or the use of defective materials or occurring while the **Buildings** are undergoing demolition or structural alterations or repairs;
  - d) caused by the compaction of infill within 10 years of construction of the **Buildings;**
  - e) to **Buildings** defined in (a) to (j) unless also affecting the main structure.

**Insured Property:** means the property described in the Schedule belonging to **You** or for which **You** are legally responsible including tools the property of **Your Employees** for which **You** accept responsibility and are not insured under another policy.

**Landslip:** means downward movement of sloping ground.

## Definition of Terms

**Machinery and General Contents:** means

- i) machinery (including office machines), furniture, fixtures, fittings, internal decorations and all other contents in the **Premises** but not landlord's fixtures and fittings, **Stock of Motor Vehicles, Other Stock, Deeds and Personal Effects;**
- ii) shop fronts and other tenant's improvements to the **Premises;**
- iii) outdoor blinds, signs, aerials and satellite dishes, attached to the **Premises.**

**Money:** means cash, bank or currency notes, current postage stamps, premium bonds, cheques, gift vouchers and travel tickets

**Motor Vehicle:** means any mechanically propelled land vehicle or trailer or agricultural implement.

**Other Stock:** means stock and materials in trade and goods in trust excluding **Motor Vehicles.**

**Personal Effects:** means the property normally worn, used and carried about the person of **Your** directors, **Employees**, customers and visitors, while on the **Premises**, but not property insured under another Policy.

**Pollution or Contamination:** means **Damage** caused by pollution or contamination except **Damage** to the property insured (unless otherwise excluded) caused by:

- i) pollution or contamination which itself results from an **Insured Peril;**
- ii) an **Insured Peril** which itself results from pollution or contamination.

**Premises:** means the **Buildings** and the land inside the boundaries at the Risk Address(es) stated in the schedule.

**Rent:** means rent receivable in respect of the **Buildings.**

**Settlement:** means downward movement as a result of the soil being compressed by the weight of the **Buildings** within 10 years of construction.

**Stock of Motor Vehicles:** means **Motor Vehicles**

- i) owned by **You** and not more specifically insured;
- ii) in **Your** care, custody or control in connection with the **Business.**

**Subsidence:** means downward movement of the ground beneath the **Buildings** other than by **Settlement.**

**Unoccupied:** means empty or not in use by **You**, or any tenant of **Yours**, for more than 30 consecutive days.

**Water Table:** means the top level of underground water where the soil is in a permanent state of saturation.

**Cover**

What IS Insured	What IS NOT Insured
<p><b>A. Property: Insured Perils</b>  <b>Damage to Insured Property</b> caused by an <b>Insured Peril</b>.  <b>We</b> will not pay more than the relevant Sum Insured shown against each Item in the Schedule in respect of any one <b>Event</b>.</p> <p><b>B. Property: Insured Perils – UK Extension</b>  The insurance provided by Sub-Section A above is extended to apply in respect of the property detailed in the Schedule whilst it is anywhere in the United Kingdom.  Whilst any handheld portable property shown on the schedule is left unattended away from the <b>Premises</b>, this section does not cover <b>Damage</b> caused by theft or attempted theft unless the property is:</p> <ul style="list-style-type: none"> <li>a) Contained within a building which is locked and secured at all points of access, or</li> <li>b) Contained within the locked boot of or out of sight within any motor vehicle which is locked at all points of access</li> </ul> <p>and the theft or attempted theft involves forcible and violent entry into the building or motor vehicle.</p> <p><b>C. Loss of Rent</b>  Loss of <b>Rent</b> incurred during any period in which the <b>Buildings</b> are made unfit for occupation by any of the events insured under Sub-Section A of this section.  <b>We</b> will not pay more than the Sum Insured shown in the Schedule in respect of any one <b>Event</b>.</p>	<p><b>A.</b></p> <ul style="list-style-type: none"> <li>a) The <b>Excess</b> shown in the Schedule.</li> <li>b) <b>Pollution or Contamination</b>.</li> <li>c) <b>Damage to Money</b>.</li> <li>d) <b>Damage</b> to dynamos, motors or any portion of the electrical apparatus, directly caused by its own overrunning, excessive pressure, short circuiting or self-heating.</li> <li>e) <b>Damage</b> occurring away from the <b>Premises</b>.</li> <li>f) Any <b>Motor Vehicle</b> with a market value greater than £100,000 unless such <b>Motor Vehicle</b> has been notified to <b>Us</b> and its acceptance for insurance confirmed by <b>Us</b>.</li> </ul> <p><b>B.</b></p> <ul style="list-style-type: none"> <li>a) The <b>Excess</b> shown in the Schedule.</li> <li>b) <b>Pollution or Contamination</b>.</li> <li>c) <b>Damage to Money</b>.</li> <li>d) <b>Damage</b> to dynamos, motors or any portion of the electrical apparatus, directly caused by its own overrunning, excessive pressure, short circuiting or self-heating.</li> <li>e) Any <b>Motor Vehicle</b> with a market value greater than £100,000 unless such <b>Motor Vehicle</b> has been notified to <b>Us</b> and its acceptance for insurance confirmed by <b>Us</b>.</li> </ul> <p><b>C.</b>  <b>Pollution or Contamination</b>.</p>

What IS Insured	What IS NOT Insured
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#### D. Contents Temporarily Removed

- 1) **Damage to Motor Vehicles** and their accessories while temporarily removed from the **Premises** for the purpose of cleaning, repair or renovation, caused by an **Insured Peril**.

**We** will not pay more than 15% of the total Sum Insured shown against **Stock of Motor Vehicles** in the Schedule in respect of any one **Event**.

- 2) **Damage** to machinery, fixtures and fittings while temporarily removed from the **Premises** for the purpose of cleaning, repair or renovation, caused by an **Insured Peril**.

**We** will not pay more than 15% of the total Sum Insured shown against **Machinery and General Contents** in the Schedule in respect of any one **Event**.

#### E. Deeds

**Damage to Deeds** caused by an **Insured Peril**:

- (i) Whilst in the **Premises**
- (ii) While temporarily at premises which **You** do not occupy; or
- (iii) In transit by road, rail or inland waterway within the **Geographical Limits**

but only for their value as materials and the cost of labour expended in reproducing them.

**We** will not pay more than £10,000 in respect of any one **Event**.

#### F. Personal Effects

**Damage to Personal Effects** caused by an **Insured Peril**.

**We** will not pay more than £500 in respect of any one person or any one vehicle, or more than £2,500 in respect of any one **Event**.

#### G. Underground Services

Accidental **Damage** to underground pipes, drains, ducts and cables (including their inspection covers) serving the **Buildings**, for which **You** are legally responsible.

#### D.

- a) The **Excess** shown in the Schedule.
- b) **Pollution or Contamination**.
- c) **Damage to Motor Vehicles** and their accessories whilst in transit.
- d) **Damage** to dynamos, motors or any portion of the electrical apparatus, directly caused by its own overrunning, excessive pressure, short circuiting or self-heating.

#### E.

- a) The **Excess** shown in the Schedule.
- b) **Pollution or Contamination**.

#### F.

- a) **Pollution or Contamination**.
- b) **Damage to Money**.
- c) **Damage to Motor Vehicles** and their accessories.
- d) **Damage** occurring away from the **Premises**.

#### G.

- a) The **Excess** shown in the Schedule.
- b) **Pollution or Contamination**.

What IS Insured	What IS NOT Insured
<p><b>H. Tenant's Liability</b> If <b>You</b> are the tenant of the <b>Premises</b> and not the owner, <b>Damage</b> to the <b>Premises</b> caused by an <b>Insured Peril</b> provided that <b>You</b> are legally responsible for the <b>Damage</b> under the tenancy agreement, hire agreement or lease.</p> <p><b>We</b> will not pay more than:</p> <ul style="list-style-type: none"> <li>a) the aggregate of the Sums Insured shown against <b>Other Stock</b> and <b>Machinery and General Contents</b> in the Schedule,</li> <li>or</li> <li>b) £10,000,</li> </ul> <p>whichever is the lesser, in respect of any one <b>Event</b>.</p> <p><b>I. Theft Damage to Buildings</b> <b>Damage</b> to the <b>Buildings</b> caused by <b>Insured Peril 8 – Theft</b>, provided that:</p> <ul style="list-style-type: none"> <li>a) the <b>Damage</b> is not insured elsewhere, and</li> <li>b) <b>You</b> are legally responsible for the <b>Damage</b>.</li> </ul> <p><b>We</b> will not pay more than £10,000 in respect of any one <b>Event</b>.</p> <p><b>J. Theft of Keys (Premises)</b> The cost necessarily incurred in replacing and installing locks in the <b>Premises</b> (including the operating mechanism of any key-operated intruder alarm system) if the keys to the locks are taken from the <b>Premises</b> by theft or stolen from the home(s) of their authorised holder(s).</p> <p><b>K. Theft of Keys (Vehicles)</b> The cost necessarily incurred in replacing locks or lock mechanisms and all keys of any legitimate format necessary to maintain the security of Insured Vehicles following the theft of such keys from the <b>Premises</b>. <b>We</b> will not pay more than the market value in respect of any one Insured Vehicle and not more than £50,000 in total for any one <b>Event</b>.</p> <p><b>L. Loss of Metered Water or Oil</b> The additional charges imposed on <b>You</b> by utilities suppliers resulting from loss of metered water or oil for which <b>You</b> are responsible following <b>Damage</b> caused by an <b>Insured Peril</b> to any part of the water or heating system at the <b>Premises</b>.</p> <p><b>We</b> will not pay more than £10,000 in respect of any one <b>Event</b>.</p>	<p><b>H.</b></p> <ul style="list-style-type: none"> <li>a) The <b>Excess</b> shown in the Schedule.</li> <li>b) <b>Pollution or Contamination</b>.</li> <li>c) <b>Damage</b> to dynamos, motors or any portion of the electrical apparatus, directly caused by its own overrunning, excessive pressure, short circuiting or self-heating.</li> </ul> <p><b>I.</b> The <b>Excess</b> shown in the Schedule.</p> <p><b>J.</b></p> <ul style="list-style-type: none"> <li>a) The <b>Excess</b> shown in the Schedule.</li> <li>b) Costs incurred following the theft from the <b>Premises</b> outside <b>Business Hours</b> of keys to any intruder alarm, safe or strongroom.</li> </ul> <p><b>K.</b> The <b>Excess</b> shown in the Schedule.</p> <p><b>L.</b> The <b>Excess</b> shown in the Schedule.</p>

What IS Insured	What IS NOT Insured
<p><b>M. Trace &amp; Access.</b>  <b>We</b> will pay costs and expenses necessarily and reasonably incurred by <b>You</b>, with <b>Our</b> consent, in locating the source of a leakage of oil or water at the <b>Premises</b> and the cost of making good damage caused by the search.  <b>We</b> will not pay more than £10,000 in respect of any one <b>Event</b>.</p> <p><b>N. Refrigerated Stock</b>  <b>Damage</b> to stock in refrigerated cabinets, freezers or cold rooms in the <b>Premises</b> caused by deterioration, contamination or putrefaction resulting from</p> <ul style="list-style-type: none"> <li>a) rise or fall in temperature due to <ul style="list-style-type: none"> <li>i) breakdown of or unforeseen <b>Damage</b> to the equipment (including non-operation of any thermostatic or automatic controlling device forming part of the equipment or its installation) other than caused by an <b>Insured Peril</b>.</li> <li>ii) accidental failure of the public electricity or gas supply not occasioned by the deliberate act of the supply authority.</li> </ul> </li> <li>b) accidental escape of refrigerant or refrigerant fumes.</li> </ul> <p><b>We</b> will not pay more than £1,000 in respect of any one <b>Event</b>.  <b>We</b> will not pay any claim under this subsection unless the equipment containing the <b>Stock</b> which is the subject of the claim is maintained in good working order.</p> <p><b>O. Loss of Use of Customers Vehicles</b>  <b>We</b> will pay costs or expenses necessarily and reasonably incurred by any customer, with <b>Our</b> written consent, in being deprived of the use of a <b>Motor Vehicle</b> following <b>Damage</b> to each and any <b>Motor Vehicle</b> at the <b>Premises</b> caused by an <b>Insured Peril</b> but only during a reasonable period necessary to allow for repair or replacement thereof.  <b>We</b> will not pay more than £50,000 in respect of any one <b>Event</b>.</p>	<p><b>M.</b>  The <b>Excess</b> shown in the Schedule.</p> <p><b>N.</b>  The <b>Excess</b> shown in the Schedule.</p>

What IS Insured	What IS NOT Insured
<p><b>P. National and Local Government Regulations and Requirements Extension</b>  The insurance provided for <b>Buildings</b> extends to include the additional cost of reinstating the damaged parts of the <b>Buildings</b> incurred solely by reason of the necessity to comply with the stipulations of Building or other Regulations under or framed in pursuance of any Act of Parliament or bye-laws of any Public Authority (hereinafter referred to as “the Stipulations”)</p> <p><b>Special Conditions applicable to this extension:</b></p> <ol style="list-style-type: none"> <li>1) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the <b>Damage</b> or within such further time as <b>We</b> may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to <b>Our</b> liability under this extension not being increased.</li> <li>2) If <b>Our</b> liability under the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then <b>Our</b> liability under this extension (in respect of any such item) shall be reduced in like proportion.</li> <li>3) The total amount payable under any item of the policy shall not exceed its sum insured.</li> <li>4) All the terms and conditions of the policy continue to apply except where they have been varied by this extension.</li> </ol> <p><b>Q. Fees</b>  <b>We</b> will pay architects’, surveyors’, consulting engineers’ and legal fees necessarily and reasonably incurred in the reinstatement of the <b>Insured Property</b> following <b>Damage</b> by an <b>Insured Peril</b> but not for preparing any claim.</p>	<p><b>P.</b></p> <ol style="list-style-type: none"> <li>a) the cost incurred in complying with the Stipulations: <ol style="list-style-type: none"> <li>i) in respect of <b>Damage</b> occurring prior to the granting of this extension</li> <li>ii) in respect of <b>Damage</b> excluded or otherwise not insured by this policy</li> <li>iii) under which notice has been served upon <b>you</b> prior to the happening of the <b>Damage</b></li> <li>iv) for which there is an existing requirement which has to be implemented within a given period</li> <li>v) in respect of any undamaged property.</li> </ol> </li> <li>b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen.</li> <li>c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with the Stipulations.</li> </ol> <p><b>Q.</b>  The amount payable for such <b>Damage</b> and fees shall not exceed in the aggregate the sum insured by each item, after deduction of the <b>Excess</b>.</p>

What IS Insured	What IS NOT Insured
<p><b>R. Removal of debris</b>  <b>We</b> will pay costs and expenses necessarily incurred by <b>You</b> with <b>Our</b> consent in:</p> <ul style="list-style-type: none"> <li>a) removing debris</li> <li>b) dismantling and/or demolishing</li> <li>c) shoring or propping up</li> </ul> <p>of any <b>Insured Property</b> which is damaged by any <b>Insured Peril</b>.</p> <p>The amount payable for such <b>Damage</b> and costs incurred under (a) (b) and (c) shall not exceed, in the aggregate, the sum insured by each item.</p> <p><b>S. Additions or Extensions</b>  Under the <b>Buildings</b> item <b>We</b> will cover</p> <ul style="list-style-type: none"> <li>a) alterations and additions to the <b>Buildings</b> but not in respect of any appreciation in value.</li> <li>b) newly acquired property, so far as it is not otherwise insured.</li> </ul> <p>Provided that <b>You</b> undertake to give details of such extension of cover as soon as practicable and to effect specific insurance and pay any additional premium that is required from inception of the cover.</p> <p><b>T. Damage caused by emergency services</b>  <b>We</b> will pay for <b>Damage</b> to the <b>Buildings'</b> landscaped grounds or gardens caused by emergency services whilst attending the <b>Buildings</b> for an <b>Insured Peril</b> where <b>We</b> pay a claim.</p> <p><b>We</b> will not pay more than £25,000 in respect of any one claim.</p> <p><b>U. Clearing of drains</b>  <b>We</b> will pay expenses necessarily incurred in clearing, cleaning and/or repairing drains, gutters or sewers in consequence of <b>Damage</b> caused by any <b>Insured Peril</b> occurring at the <b>Buildings</b> belonging to <b>You</b> or for which <b>You</b> are responsible.</p>	<p><b>R.</b>  <b>We</b> will not pay for any costs or expenses</p> <ul style="list-style-type: none"> <li>a) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site</li> <li>b) arising from <b>Pollution or Contamination</b> of property not insured by this policy.</li> </ul> <p><b>S.</b>  At any one risk address this cover shall not exceed 10% of the <b>Buildings</b> sum insured or £500,000 whichever is less.</p> <p><b>T.</b>  <b>We</b> will not pay for failure of seeds to germinate, or of trees, shrubs or turf to become established following planting or replanting.</p>

What IS Insured	What IS NOT Insured
<p><b>V. Extinguisher and Alarm re-setting expenses</b>  <b>We</b> will pay reasonable costs incurred by <b>You</b> in refilling fire extinguishing appliances, replacing sprinkler heads and resetting fire or intruder alarm systems solely in consequence of their activation following an <b>Insured Peril</b>.  <b>We</b> will not pay more than £5,000 in respect of any one claim.</p> <p><b>W. Dumping and fly tipping</b>  <b>We</b> will pay the cost of cleaning up and removing any materials arising out of and due to dumping or tipping at the risk address(es) specified on the schedule, caused by a sudden specific <b>Event</b> outside <b>Your</b> control.  <b>We</b> will not pay more than £5,000 in respect of any one <b>Event</b>.</p> <p><b>X. Asbestos Removal</b>  If <b>We</b> pay for <b>Damage</b> to <b>Buildings</b>, <b>We</b> will also pay costs for which <b>You</b> are responsible to remove any asbestos waste or property contaminated by it.  The most <b>We</b> will pay under this extension for any one claim is £60,000.  This cover is in addition to that stated in the Removal of debris extension.</p>	<p><b>V.</b>  <b>We</b> will not pay</p> <ul style="list-style-type: none"> <li>a) if <b>You</b> have failed to maintain all such equipment in accordance with the manufacturers' instructions</li> <li>b) any costs and expenses recoverable from <b>Your</b> maintenance company or the Fire and Rescue Service</li> </ul> <p><b>W.</b>  The <b>Excess</b> shown in the schedule.</p>

### Indemnity to Contracting Purchaser

When **You** have agreed to sell **Your** interest in the **Buildings**, the buyer will have the benefit of the insurance under this section for the period from exchange of contracts to completion of the sale unless the buyer is insured under another policy.

### Claims Settlement Provisions

**We** shall not pay, in respect of any one insured item, more than the sum insured shown in the schedule for that item.

#### Basis of settlement – Buildings

Claims for **Damage** to **Buildings** will be settled on the basis of the cost of reinstatement.

For this purpose “reinstatement” means

- (a) the rebuilding or replacement of property lost or destroyed.
- (b) the repair or restoration of property damaged.

### Claims Settlement Provisions

**You** can do this on another site and in any manner suitable for **Your** requirements, provided it does not cost more than it would to reinstate to the original specification.

In the case of (a) or (b) **We** will reinstate to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new and without any allowance for depreciation or wear and tear provided that:

- i) the **Buildings** were in a good state of repair at the time of the **Damage**;
- ii) reinstatement commences and proceeds without unreasonable delay;
- iii) the cost of reinstatement shall have been actually incurred;
- iv) **Our** liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed;
- v) **We** shall not be bound to reinstate exactly or completely any property that is the subject of a claim but only as circumstances permit and in a reasonably sufficient manner.

### **Basis of Settlement - Motor Vehicles**

For each and any **Motor Vehicle**, at **Our** option, either paying the cost of repair or making a payment in settlement of not more than the market value.

For the purpose of any claim settlement repair as near as is reasonably practicable will be sufficient even though the former appearance or condition of each and any **Motor Vehicle** (and / or their accessories) may not be precisely restored.

If each and any **Motor Vehicle** is the subject of a hire purchase or leasing agreement any payment will be made to the legal owner.

**We** will pay the reasonable cost of removing each and any **Motor Vehicle** to the nearest repairer and returning it after repair to **Your** address as noted in **Our** records.

### **Basis of settlement – Machinery and all other Contents**

**We** will settle a claim for **Damage** to property by payment or, at **Our** option, by replacement, reinstatement or repair, subject to any relevant monetary limit specified in this Section.

**We** will pay for the cost of repair less a deduction for any depreciation and wear and tear:

- (a) in respect of **Stock**, materials in trade and goods in trust;
- (b) if repair or replacement is not carried out.

For the purpose of any claim settlement replacement, reinstatement or repair as near as is reasonably practicable will be sufficient even though the former appearance or condition of the property may not be precisely restored.

**We** will not be liable for the replacement of or work on any undamaged items or remaining parts solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design.

### **Basis of settlement - Rent**

**We** will settle a claim for loss of **Rent** by payment on the basis of the loss of **Rent** for those parts of the **Buildings** unfit for occupation.

**We** will not pay more than that proportion of the Sum Insured on **Rent** shown in the Schedule which the period necessary for the reinstatement of the **Buildings** bears to the period shown in the Schedule.

## Section Six: Goods in Transit

This Section of the Policy is operative only if stated in the Schedule

### Definition of Terms

Words with special meanings in this section are highlighted in bold (or in capital letters in the schedule) and are either defined below or defined in the General Definitions. Where words or phrases are not highlighted in this manner the everyday meaning will apply.

**Damage** means physical loss, destruction or damage.

**Employee(s)** means any person working for **You** in connection with **Your Business** who is:

- a) under a contract of service or apprenticeship with **You**;
- b) a labour master or labour-only sub-contractor or person supplied by them;
- c) self-employed (for labour only);
- d) working under a recognised work experience or training scheme;
- e) a voluntary helper;
- f) borrowed by or hired to **You**; or
- g) a director of **Your Business**.

**Insured Property:** means the property described in the Schedule belonging to **you** or for which **you** are legally responsible.

**In Transit:** means whilst being loaded on to or unloaded from a **Motor Vehicle**, whilst on the **Motor Vehicle** until unloaded at the final destination and whilst temporarily housed for up to 48 hours when in course of transit.

**Motor Vehicle:** means any mechanically propelled land vehicle or trailer or agricultural implement.

### Cover

What IS Insured	What IS NOT Insured
<p><b>A. Insured Property – Loss or Damage</b></p> <ol style="list-style-type: none"> <li>1) <b>Damage</b> to:               <ol style="list-style-type: none"> <li>i) <b>Insured Property</b> whilst <b>In Transit</b>;</li> <li>ii) sacks, sheets, ropes, chains, tarpaulins, containers and packing materials belonging to you and in use on the <b>Motor Vehicle</b> up to a total of £500 in respect of any one <b>Event</b>.</li> </ol> </li> <li>2) Reasonable costs and expenses necessarily incurred in:               <ol style="list-style-type: none"> <li>i) unloading and reloading <b>Insured Property</b> on to another <b>Motor Vehicle</b> for delivery to the original destination or to the place of collection;</li> </ol> </li> </ol>	<p><b>A.</b></p> <ol style="list-style-type: none"> <li>a) The <b>Excess</b> shown in the Schedule.</li> <li>b) <b>Damage</b> to money.</li> <li>c) <b>Damage</b> caused by:               <ol style="list-style-type: none"> <li>i) atmospheric or climatic conditions (unless the property was properly protected at the time of loss or damage), the action of light or any gradually operating cause, fungus, insects, vermin, wear and tear, defective packing, the use of hooks, leakage or spillage from containers (unless caused by an accident to the <b>Motor Vehicle</b>) or theft in which an <b>Employee</b> is concerned.</li> </ol> </li> </ol>



What IS Insured	What IS NOT Insured
<p>ii) removal of debris and site clearance or dismantling or breaking up of <b>Insured Property</b>; arising from <b>Damage</b> for which insurance is provided under this section, up to a total of £1,000 in respect of any one <b>Event</b>.</p> <p>3) <b>Damage</b> to personal effects belonging to <b>You</b> or to an <b>Employee</b>, whilst in or on the <b>Motor Vehicle</b> up to a total of £500 in respect of any one <b>Event</b>.</p> <p><b>Our</b> total payment under part A 1) i) of this section will not exceed the Sum Insured shown in the schedule in respect of any one <b>Event</b>.</p>	<p>ii) the carriage of explosives, acids or other hazardous property</p> <p>iii) scratching, bruising or denting of furniture or breakage of clocks, glass, china, crockery, statuary, marble, plasterwork or other brittle articles unless caused by fire, lightning, explosion or an accident to the <b>Motor Vehicle</b>.</p> <p>d) <b>Damage</b> resulting from confiscation or destruction by Government or local authority order.</p> <p>e) consequential loss of any kind.</p> <p>f) <b>Damage</b> to precious stones, bullion, cash, bank notes, deeds, bonds, bills of exchange or other documents representing money.</p> <p>g) <b>Damage</b> to property carried in a refrigerated, freezer-chilled or insulated condition resulting from a variation in temperature unless caused by an accident to the <b>Motor Vehicle</b>.</p> <p>h) <b>Damage</b> to:</p> <p>(i) wines and spirits, clothing, furs, jewellery, gold or silver articles, tobacco, cigars, cigarettes, watches, scientific instruments, instruments, electronic calculators, radios, televisions, audio and video equipment, domestic electrical equipment, pictures or non-ferrous metals</p> <p>(ii) livestock unless specifically included in the Schedule.</p> <p>i) <b>Damage</b> resulting from riot or civil commotion outside Great Britain, the Isle of Man and the Channel Islands.</p>

### Claims Settlement Provisions

Subject to any relevant Sum Insured and/or monetary limit and/or **Excess** specified in this section or in the Schedule **We** will settle a claim for **Damage** to property by payment or, at **Our** option, by replacement, reinstatement or repair on the basis of the cost of repair or replacement as new if an item is totally lost or destroyed less an allowance for any depreciation and wear and tear.

## Section Seven: Money

This Section of the Policy is operative only if stated in the Schedule

### Definition of Terms

Words with special meanings in this section are highlighted in bold (or in capital letters in the schedule) and are either defined below or defined in the General Definitions. Where words or phrases are not highlighted in this manner the everyday meaning will apply.

**Bodily Injury** means physical injury or disease or a recognisable psychiatric injury, including death resulting therefrom.

**Business Hours:** means the period during which **You** or **Your** directors, partners or **Employees** are in or on the **Premises** in connection with the **Business**.

**Damage** means physical loss, destruction or damage.

**Employee(s)** means any person working for **You** in connection with **Your Business** who is:

- a) under a contract of service or apprenticeship with **You**;
- b) a labour master or labour-only sub-contractor or person supplied by them;
- c) self-employed (for labour only);
- d) working under a recognised work experience or training scheme;
- e) a voluntary helper;
- f) borrowed by or hired to **You**; or
- g) a director of **Your Business**.

**Money:** means cash, bank or currency notes, current postage stamps, premium bonds, uncrossed cheques, gift vouchers and travel tickets.

**Premises:** means the **Buildings** and the land inside the boundaries at the Risk Address(es) stated in the schedule.

### Cover

What IS Insured	What IS NOT Insured
<p><b>A. Loss of Non-negotiable Money</b>  <b>Damage</b> to crossed cheques, crossed girocheques, crossed postal orders, stamped National Insurance cards, National Savings certificates, premium bonds, credit card sales vouchers and VAT purchase invoices, owned by <b>you</b> or for which <b>you</b> are legally responsible in connection with the <b>Business</b>.</p> <p><b>We</b> will not pay more than £100,000 in respect of any one <b>Event</b>.</p>	<p><b>A.</b></p> <ol style="list-style-type: none"> <li>a) The <b>Excess</b> shown in the Schedule.</li> <li>b) Loss resulting from a business transaction.</li> <li>c) Consequential loss, shortage due to errors or omissions, or depreciation in value.</li> <li>d) Loss arising from the fraud or dishonesty of <b>Your</b> directors, partners or <b>Employees</b> or any member of <b>Your</b> household.</li> <li>e) Loss following the use of a combination code, key or duplicate key unless the combination code, key or duplicate key was obtained by violence or threat of violence to its authorised holder or to a member of the holder's family.</li> <li>f) Loss from an unattended vehicle.</li> </ol>
What IS Insured	What IS NOT Insured

<p><b>B. Loss of Other Money</b></p> <p><b>Damage to Money:</b></p> <p>1) in the <b>Premises</b> during <b>Business Hours</b> –  <b>We</b> will not pay more than:</p> <p>a) £500 for <b>Damage</b> from any room left unattended and unlocked unless the <b>Money</b> is contained in a locked cupboard, drawer, safe or strongroom and the key is removed from the room;</p> <p>b) £5,000 in all;  in respect of any one <b>Event</b>.</p> <p>2) in the <b>Premises</b> outside of <b>Business Hours</b> –  <b>We</b> will not pay more than:</p> <p>a) £2,500 in all for loss from locked safes or strongrooms;</p> <p>b) £500 for any other loss;  in respect of any one <b>Event</b></p> <p>3) in transit or in a bank night safe –  <b>We</b> will not pay more than £5,000 in respect of any one <b>Event</b>.</p> <p>4) in <b>Your</b> own home or in the home of a director, partner or authorised <b>Employee</b> of <b>Your Business</b> –  <b>We</b> will not pay more than £500 in respect of any one <b>Event</b>.</p> <p><b>C. Fraud and Dishonesty: Employees</b></p> <p>1) Loss of <b>Money</b> or goods owned by <b>you</b> or for which <b>you</b> are legally responsible in connection with the <b>Business</b>, directly caused by an act of fraud or dishonesty by an <b>Employee</b>, or number of <b>Employees</b> acting in collusion, and committed in the course of the <b>Employee's</b> employment by <b>you</b> during the uninterrupted currency of this section.  <b>We</b> will not pay more than £500 for each <b>Employee</b> or £2,500 in all, in respect of all losses discovered in any one Period of Insurance (including any periods allowed for discovery after the termination of this section).</p>	<p><b>B.</b></p> <p>a) The <b>Excess</b> shown in the Schedule.</p> <p>b) Loss resulting from a business transaction.</p> <p>c) Consequential loss, shortage due to errors or omissions, or depreciation in value.</p> <p>d) Loss arising from the fraud or dishonesty of <b>Your</b> directors, partners or <b>Employees</b> or any member of <b>Your</b> household.</p> <p>e) Loss following the use of a combination code, key or duplicate key unless the combination code, key or duplicate key was obtained by violence or threat of violence to its authorised holder or to a member of the holder's family.</p> <p>f) Loss from an unattended vehicle.</p> <p><b>C.</b></p> <p>a) The <b>Excess</b> shown in the Schedule.</p> <p>b) Loss arising from any act of fraud or dishonesty by an <b>Employee</b>, committed subsequent to the discovery or suspicion of an act of fraud or dishonesty by the same <b>Employee</b> which is the subject of a claim under this sub-section.</p> <p>c) Loss discovered more than 18 months after the ending of the <b>Employee's</b> employment or of the termination of this section, whichever occurs first</p>
<p><b>What IS Insured</b></p>	<p><b>What IS NOT Insured</b></p>

- 2) Reasonable charges payable by **You** to **Your** professional accountants for producing and certifying the exact amount of loss in connection with a claim under this sub-section.

**D. Personal Accident: Assault**

Benefit, as set out below –

If **You** or any of **Your** directors, partners or **Employees**, in the course of the **Business**, suffer accidental **Bodily Injury** as a direct result of assault with intent to steal **Money** **We** will pay to the injured person:

- 1) £5,000 if the injury is, within 12 months of its occurrence, the sole cause of
  - a) death, or
  - b) complete and permanent loss of the sight of an eye, or
  - c) complete and permanent loss of the use of a hand or foot, or
  - d) permanent total disablement from attending to Business or occupation of any kind.

If the person is under 16 years of age at the time of death **We** will pay £500 only.

- 2) £25 per week for a period of up to 104 weeks from the date of injury during which that injury alone causes temporary total disablement from attending to the person's usual Business or occupation.

**We** will not pay this benefit in respect of any person who is under 16 years of age at the time of the injury.

**We** will not pay more than £5,000 for each person in respect of all injuries arising out of any one accident.

**We** will also pay

- 3) up to a total of £250 for related medical expenses which are reasonably and necessarily incurred by the injured person.
- 4) £10 for each 24 hours in hospital, up to a total of £250, if the injury results in the injured person's admission to hospital as an in-patient.

**What IS Insured**

**What IS NOT Insured**

<p><b>E. Clothing and Personal Effects: Assault</b>  <b>Damage</b> to clothing and personal effects (including security bags, boxes and waistcoats) belonging to <b>you</b> or <b>Your</b> directors, partners or authorised <b>Employees</b>, as a direct result of assault, in the course of the <b>Business</b>, with intent to steal Money.  <b>We</b> will not pay more than £500 for each person in respect of any one <b>Event</b>.</p>	
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**Claims Settlement Provisions**

**Money and Other Property**

**We** will settle a claim for loss or **Damage** to property on the following basis by payment or, at **Our** option, by replacement, reinstatement or repair, subject to any relevant sum insured and/or monetary limit and/or **Excess** specified in this section or in the Schedule:

- i) **Money**: Payment of the amount of money lost.
- ii) **Other Property**: The cost of repair or of replacement as new at cost price if an item is totally lost or destroyed less a deduction for any depreciation and wear and tear

For the purpose of any claim settlement replacement, reinstatement or repair as near as is reasonably practicable will be sufficient even though the former appearance or condition of the property may not be precisely restored.

**Personal Accident: Assault**

**We** will settle a claim for Benefit by payment of the relevant amounts specified in this section.  
**We** will pay weekly Benefit only when the total amount payable for the claim has been agreed.

## Section Eight: Business Interruption – Loss of Gross Profit

This Section of the Policy is operative only if stated in the Schedule

### Definition of Terms

Words with special meanings in this section are highlighted in bold (or in capital letters in the schedule) and are either defined below or defined in the General Definitions. Where words or phrases are not highlighted in this manner the everyday meaning will apply.

**Annual Turnover:** means the **Turnover** during the 12 months immediately before the date of the **Damage**.

**Buildings:** means the principal building and its outbuildings, including landlord's fixtures and fittings therein and walls, gates and fences, at the Risk Address specified in the Schedule.

**Business** means the activity(ies) of the **Insured** as stated in the business description in the schedule and including:

- a) the ownership, occupation, repair, maintenance and decoration of **Your** property;
- b) the provision of catering, social, sports, educational and welfare facilities and first aid, medical and ambulance services for the benefit of **Employees**;
- c) the provision of fire and security services maintained only for the protection of premises owned by **You** ;
- d) private work undertaken within the **Geographical Limits** by an **Employee** with **Your** prior consent for any director, trustee, partner or **Employee of Yours**

**Customers:** means those companies, organisations or individuals, with whom at the time of the **Damage You** have contracts or trading relationships to supply goods or services.

**Damage:** means physical loss, destruction or damage.

**Estimated Gross Profit:** means **Your** estimate of the **Gross Profit** which **Your Business** will earn during the period of insurance (proportionately increased where the Maximum Indemnity Period is more than 12 months).

**Gross Profit:** means the **Turnover** less **Uninsured Working Expenses**.

**Indemnity Period:** means the period, beginning with the occurrence of the **Damage** and extending no longer than the maximum indemnity period shown in the Schedule, during which the results of the **Business** at the **Premises** are affected because of the **Damage**.

**Insured Peril:** means any peril for which, at the time of the **Damage**, there is in force insurance under Section Five of this Policy.

**Neighbouring Property:** means property in the vicinity of the **Premises, Damage** to which will prevent or hinder the use of or access to the **Premises**.

**Pollution:** means all pollution or contamination of **Property Insured** or of water or land or the atmosphere.

**Premises:** means those parts of the **Buildings** occupied by **You** in connection with the **Business**.

**Property at the Premises:** means property used by **You** at the **Premises** for the purpose of the **Business**.

**Rate of Gross Profit:** means the rate of **Gross Profit** earned on the **Turnover** during the financial year immediately before the date of the **Damage**.

### Definition of Terms

**Standard Turnover:** means the **Turnover** during that period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**, appropriately adjusted where the **Indemnity Period** exceeds 12 months.

**Suppliers** means suppliers to **You** of goods, materials or services other than electricity, gas, water or telecommunications services.

**Turnover:** means the money paid or payable to **You** for goods sold and delivered and for services rendered in the course of the **Business** at the **Premises**, exclusive of Value Added Tax to the extent that **You** are accountable for it to the tax authorities.

**Uninsured Working Expenses:** means, unless otherwise amended by policy endorsement,

- 1) Purchases net of discounts received
- 2) Bad debts
- 3) Packaging, carriage and freight
- 4) Discounts allowed

For the purposes of this definition the terms used will have the meaning usually attached to them in **Your** books and accounts.

**Cover**

What IS Insured	What IS NOT Insured
<p><b>A. Loss of Gross Profit</b></p> <ol style="list-style-type: none"> <li>1) Loss of <b>Gross Profit</b> resulting from the <b>Business</b> at the <b>Premises</b> being interrupted or interfered with in consequence of <b>Damage</b>, caused by an <b>Insured Peril</b>, of or to:               <ol style="list-style-type: none"> <li>i) <b>Property at the Premises</b>, provided that payment has been made or liability admitted for the <b>Damage</b> under Section Five of this Policy.</li> <li>ii) Landlord's <b>Buildings</b> where <b>You</b> are not responsible for insuring the <b>Buildings</b> and payment has been made or liability admitted for the <b>Damage</b> under an insurance policy covering the interest of the landlord and liability would have been admitted for the <b>Damage</b> under the Property Damage section of this policy had the <b>Buildings</b> been insured under this policy.</li> </ol> </li> </ol>	<p><b>A.</b> Loss resulting from:</p> <ol style="list-style-type: none"> <li>a) <b>Pollution</b> other than loss resulting from <b>Damage to Property at the Premises or Neighbouring Property</b> (not otherwise excluded), caused by:               <ol style="list-style-type: none"> <li>i) <b>Pollution</b> which itself results from an <b>Insured Peril</b>;</li> <li>ii) an <b>Insured Peril</b> which itself results from <b>Pollution</b>.</li> </ol> </li> <li>b) any human, contagious, or communicable disease. This includes the fear or threat of such disease or steps taken to control or prevent the spread or transmission of such actual, feared or threatened disease.</li> </ol>

What IS Insured	What IS NOT Insured
<p>iii) <b>Neighbouring Property</b> (whether the <b>Premises</b> or their contents are damaged or not), provided that liability would have been admitted for the <b>Damage</b> under Section Five of this Policy had the <b>Damage</b> occurred to <b>Property at the Premises</b>.</p> <p>2) Reasonable charges payable by <b>You</b> to <b>Your</b> professional accountants for producing and certifying the exact amount of loss in connection with a claim under this section.</p> <p><b>We</b> will not pay more than 133.33% of the <b>Estimated Gross Profit</b> shown in the Schedule in respect of any one <b>Event</b>.</p> <p><b>B. Public Utilities Extension</b> This section is extended to cover loss of <b>Gross Profit</b> resulting from interruption of or interference with the <b>Business</b> as a result of the following:</p> <p><b>Damage</b> caused by an <b>Insured Peril</b> at any</p> <ul style="list-style-type: none"> <li>a) Generating station or sub-station of <b>Your</b> electricity supplier;</li> <li>b) Land-based premises of <b>Your</b> gas supplier or any directly linked natural gas producer;</li> <li>c) Water works or pumping station of <b>Your</b> water supplier;</li> <li>d) Land-based premises of <b>Your</b> telecommunications service provider.</li> </ul> <p><b>We</b> will not pay more than £100,000 during any one period of insurance.</p> <p><b>C. Suppliers Extension</b> This section is extended to cover loss of <b>Gross Profit</b> resulting from interruption of or interference with the <b>Business</b> as a result of <b>Damage</b> caused by an <b>Insured Peril</b> at any of <b>Your Suppliers</b> premises.</p> <p><b>We</b> will not pay more than £100,000 during any one period of insurance.</p> <p><b>D. Customers Extension</b> This section is extended to cover loss of <b>Gross Profit</b> resulting from interruption of or interference with the <b>Business</b> as a result of the following:</p>	



What IS Insured	What IS NOT Insured
<p><b>Damage</b> caused by an <b>Insured Peril</b> at any of <b>Your</b> existing and direct customer's premises situated within the geographical limits of England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.</p> <p><b>We</b> will not pay more than £100,000 during any one period of insurance.</p> <p><b>E. Book Debts Extension</b>  This section is extended to cover loss in respect of the Policyholder's books of account or other <b>Business</b> books or records at the <b>Premises</b> should there be loss covered under Section Five of this Policy and the Policyholder is as a result unable to trace or establish the outstanding debit balances in whole or in part due to them then <b>We</b> will pay:</p> <ol style="list-style-type: none"> <li>1) the difference between: <ol style="list-style-type: none"> <li>(a) the outstanding debit balances, and</li> <li>(b) the total of the amount received or traced in respect thereof;</li> </ol> </li> <li>2) the additional expenditure incurred with <b>Our</b> prior consent in tracing and establishing the outstanding debit balances;</li> </ol> <p>but not exceeding the limit of liability provided herein which unless amended by endorsement to this policy shall be £25,000 during any one period of insurance.</p> <p>Outstanding debit balances shall be adjusted for:</p> <ol style="list-style-type: none"> <li>1) bad debts,</li> <li>2) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of loss) to customers' accounts in the period between the date to which the last statement relates and the date of the loss, and</li> <li>3) any abnormal condition of trade which had or could have had a material effect on the <b>Business</b></li> </ol> <p>so that the figure thus adjusted shall represent as nearly as reasonably practicable that which would have been obtained at the date of the loss had the loss not occurred.</p>	

What IS Insured	What IS NOT Insured
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#### **F. Bomb Scares, Murder and Suicide Extension**

This section is extended to cover loss of **Gross Profit** resulting from interruption of or interference with the **Business** as a result of the following:

- 1) A bomb scare or bomb in or near the **Premises** which prevents or reduces access to the **Premises** for more than four hours
- 2) A murder or suicide at the **Premises**.

**We** will not pay more than £50,000 during any one period of insurance.

#### **G. Accidental Failure of Public Supply Extension**

This section is extended to cover Loss of **Gross Profit** resulting from accidental failure at the terminal ends of the public supply undertakings' feed to the **Premises** of electricity, gas, water, telecommunications or internet services as a direct result of **Damage**.

**We** will not pay more than £100,000 during any one period of insurance.

### **Cessation of Interest**

This section, Section Eight: Business Interruption – Loss of Gross Profit, will be made void immediately if:

- (a) the **Business** is wound up, carried on by a liquidator or receiver, or permanently discontinued, or
- (b) **Your** interest ceases other than by death,

unless **We** give **Our** written consent to the contrary.

## Claims Settlement Provisions

We will settle a claim for loss of **Gross Profit** by payment on the basis of reduction in **Turnover** and increase in cost of working, subject to any relevant monetary limit specified in this section.

We will pay:

- i) in respect of reduction in **Turnover**, the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** falls short of the **Standard Turnover** because of the **Damage**;
- ii) in respect of increase in cost of working, reasonable and necessary additional expenditure incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which otherwise would have taken place because of the **Damage**, up to the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction so avoided;

less any sum saved during the **Indemnity Period** in respect of those charges and expenses of the **Business** payable out of **Gross Profit** which cease or are reduced because of the **Damage**.

If during the **Indemnity Period** goods or services are supplied elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable for them will be brought into account in arriving at the **Turnover** during the **Indemnity Period**.

If the Sum Insured shown in the Schedule is less than the sum produced by applying the **Rate of Gross Profit** to the **Annual Turnover**, appropriately adjusted where the **Indemnity Period** exceeds 12 months, **You** will be considered to be **Your** own insurer for the difference and will bear a rateable proportion of the claim.

**Annual Turnover**, **Rate of Gross Profit** and **Standard Turnover** will be adjusted as may be necessary to provide for variations in or other circumstances affecting the **Business** so that the adjusted figures represent as far as possible the results which but for the **Damage** would have been obtained during the **Indemnity Period**.

## Section Nine: Business Interruption – Additional Cost of Working

This Section of the Policy is operative only if stated in the Schedule

### Definition of Terms

Words with special meanings in this section are highlighted in bold (or in capital letters in the schedule) and are either defined below or defined in the General Definitions. Where words or phrases are not highlighted in this manner the everyday meaning will apply.

**Buildings:** means the principal building and its outbuildings, including landlord's fixtures and fittings therein and walls, gates and fences, at the Risk Address specified in the Schedule.

**Business** means the activity(ies) of the **Insured** as stated in the business description in the schedule and including:

- a) the ownership, occupation, repair, maintenance and decoration of **Your** property;
- b) the provision of catering, social, sports, educational and welfare facilities and first aid, medical and ambulance services for the benefit of **Employees**;
- c) the provision of fire and security services maintained only for the protection of premises owned by **You** ;
- d) private work undertaken within the **Geographical Limits** by an **Employee** with **Your** prior consent for any director, trustee, partner or **Employee of Yours**

**Damage:** means physical loss, destruction or damage.

**Indemnity Period:** means the period beginning with the occurrence of the **Damage** and ending when the results of the **Business** at the **Premises** cease to be affected by the **Damage** but not exceeding a maximum period of 12 months.

**Insured Peril:** means any peril for which, at the time of the **Damage**, there is in force insurance under Section Five of this Policy.

**Neighbouring Property:** means property in the vicinity of the **Premises**, **Damage** to which will prevent or hinder the use of or access to the **Premises**.

**Pollution:** means all pollution or contamination of **Property Insured** or of water or land or the atmosphere.

**Premises:** means those parts of the **Buildings** occupied by **you** in connection with the **Business**.

**Property at the Premises:** means property used by **you** at the **Premises** for the purpose of the **Business**.

## Cover

What IS Insured	What IS NOT Insured
<p><b>A. Additional Cost of Working</b></p> <p>Additional cost of working resulting from the <b>Business</b> at the <b>Premises</b> being interrupted or interfered with in consequence of <b>Damage</b>, caused by an <b>Insured Peril</b>, of or to:</p> <ul style="list-style-type: none"> <li>i) <b>Property at the Premises</b>, provided that payment has been made or liability admitted for the <b>Damage</b> under Section Five of this Policy.</li> <li>ii) Landlord's <b>Buildings</b> where <b>You</b> are not responsible for insuring the <b>Buildings</b> and payment has been made or liability admitted for the <b>Damage</b> under an insurance policy covering the interest of the landlord and liability would have been admitted for the <b>Damage</b> under the Property Damage section of this policy had the <b>Buildings</b> been insured under this policy.</li> <li>iii) <b>Neighbouring Property</b> (whether the <b>Premises</b> or their contents are damaged or not), provided that liability would have been admitted for the <b>Damage</b> under Section Five of this Policy had the <b>Damage</b> occurred to <b>Property at the Premises</b>.</li> </ul> <p><b>We</b> will not pay more than the Sum Insured shown in the Schedule in respect of any one <b>Indemnity Period</b> or in total for any one period of insurance.</p>	<p><b>A.</b></p> <p>Loss resulting from:</p> <ul style="list-style-type: none"> <li>a) <b>pollution</b> other than loss resulting from <b>Damage to Property at the Premises or Neighbouring Property</b> (not otherwise excluded), caused by: <ul style="list-style-type: none"> <li>i) <b>pollution</b> which itself results from an <b>Insured Peril</b>;</li> <li>ii) an <b>Insured Peril</b> which itself results from <b>pollution</b>.</li> </ul> </li> <li>b) any human, contagious or communicable disease. This includes the fear or threat of such disease or any steps taken to control or prevent the spread or transmission of such actual, feared or threatened disease</li> </ul>

## Cessation of Interest

This section, Section Nine: Business Interruption – Additional Cost of Working, will be made void immediately if:

- a) the **Business** is wound up, carried on by a liquidator or receiver, or permanently discontinued, or
- b) **Your** interest ceases other than by death, unless **We** give **Our** written consent to the contrary.

## Claims Settlement Provisions

Subject to any relevant monetary limit specified in the schedule **We** will settle a claim for Additional Cost of Working by payment of the reasonable and necessary additional expenditure incurred with **Our** prior written consent for the sole purpose of maintaining the **Business** during the **Indemnity Period**.

## Section Ten: Commercial Legal Expenses

This Section of the Policy is operative only if stated in the Schedule

This section is administered by ARAG plc on behalf of the Insurer SCOR UK Company Limited.

ARAG plc is registered in England number 02585818. Registered address 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

SCOR is registered in England and Wales number 01334736. Registered office address 10 Lime Street, London, EC3M 7AA. SCOR is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority firm registration number 202333.

### Definition of Terms – Applicable to Section Ten: Commercial Legal Expenses

Each time any of the following words or phrases appear in **bold** type they will take the meaning shown below.

Where words or phrases are not highlighted in this manner the everyday meaning will apply.

**Appointed Advisor** means the

- a) solicitor, accountant or other advisor (who is not a mediator), appointed by **Us** to act on behalf of the **Insured**
- b) mediator appointed by **Us** to provide impartial dispute resolution in relation to a claim accepted by **Us**.

**Business** means the occupation, trade, profession or enterprise carried out by the entity shown in the Schedule.

**Collective Conditional Fee Agreement** means a legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** for paying their professional fees on the basis of either:

- i) 100% “no-win, no-fee” or
- ii) where discounted, that a discounted fee is payable.

**Conditional Fee Agreement** means a legally enforceable agreement between **You** and the **Appointed Advisor** for paying their professional fees on the basis of either:

- i) 100% “no-win no-fee” or
- ii) ii) where discounted, that a discounted fee is payable.

**Employee** means a worker who has or alleges they have entered into a contract of service with **You**.

**Geographical Limit** means

- 1) For INSURED EVENT 6). Legal defence the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union.
- 2) For all other covers the United Kingdom, Channel Islands and the Isle of Man.

**Insured** means

- a) **You, Your** directors, partners, managers, officers and **Employees of Your Business**;
- b) a person declared to **Us**, who is contracted to perform work for **You**, who in all other respects **You** have arranged to insure on the same basis as **Your Employees** and who performs work under **Your** supervision.

### Definition of Terms – Applicable to Section Ten: Commercial Legal Expenses

**Insurer** means SCOR UK Company Limited.

### **Legal Costs and Expenses** means

- a) reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us**. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.2
- b) in civil claims, other side’s costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement
- c) reasonable accountancy fees reasonably incurred under INSURED EVENT 4) Tax Disputes by the **Appointed Advisor** and agreed by **Us** in advance
- d) Health and Safety Executive Fees for Intervention
- e) **Your Employee’s** basic wages or salary under INSURED EVENT 9) Loss of Earnings in the course of their employment with **You** while attending court or tribunal at the request of the **Appointed Advisor** or whilst on jury service where lost wages or salary cannot be claimed back from the court or tribunal
- f) The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under INSURED EVENT 11) (c) where the **Insured** has taken advice from Our Executive suite - identity theft resolution helpline
- g) the professional fees and expenses of an **Appointed Advisor** selected by **Us** to reduce adverse or negative publicity or media attention directed towards **You** under INSURED EVENT 11)(e) Executive suite and INSURED EVENT 12) Crisis Communication.

### **Reasonable Prospects of Success** means

- a) other than as set out in (b) and (c) below, a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and, if the **Insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained
- b) in criminal prosecution claims where the **Insured**
  - i) pleads guilty, a greater than 50% chance of reducing any sentence or fine, or
  - ii) pleads not guilty, a greater than 50% chance of that plea being accepted by the court
- c) in all claims involving an appeal, a greater than 50% chance of the **Insured** being successful.

Where it has been determined that **Reasonable Prospects of Success** do not exist, the **Insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

**We/Us/Our** means ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**.

**You/Your** means the individual, partnership or corporate body named in the Schedule, including any subsidiary and/or associated companies declared to **Us**.

### **Cover – Applicable to Section Ten: Commercial Legal Expenses**

Following an INSURED EVENT the **Insurer** will pay **Legal Costs and Expenses** including the cost of appeals (and compensation awards under INSURED EVENT 2) Employment Compensation Awards) up to

- a) £100,000 for all claims related by time or originating cause
- b) an aggregate limit of £1,000,000 for compensation awards under INSURED EVENT 2) Employment Compensation Awards

subject to all of the following requirements being met:

### **Cover – Applicable to Section Ten: Commercial Legal Expenses**

1. the INSURED EVENT arises in connection with the **Business** shown in the Schedule and occurs within the **Geographical Limit**;
2. the claim
  - always has **Reasonable Prospects of Success**;

- is reported to **Us**
  - during the Period of Insurance,
  - as soon as the **Insured** first becomes aware of circumstances which could give rise to a claim
3. unless there is a conflict of interest, the **Insured** always agrees to use the **Appointed Advisor** chosen by **Us** in any claim
- to be heard by the Employment Tribunal and/or
  - before proceedings have been or need to be issued
4. any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body within the **Geographical Limit**.

A claim is considered to be reported to **Us** when **We** have received the **Insured's** fully completed claim form.

This section of the policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology.

This cover is subject to all other policy terms.

### Insured Events Covered

What IS Insured	What IS NOT Insured
<p><b>1) Employment</b> A dispute between <b>You</b> and <b>Your Employee</b>, ex-<b>Employee</b>, or a prospective <b>Employee</b>, arising from a breach or an alleged breach of their</p> <ul style="list-style-type: none"> <li>a) contract of service with <b>You</b> and/or</li> <li>b) related legal rights.</li> </ul> <p><b>You</b> can claim under this section as soon as internal procedures as set out in the</p> <ul style="list-style-type: none"> <li>i) ACAS Code of Practice for Disciplinary and Grievance Procedures, or</li> <li>ii) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland</li> </ul> <p>have been or ought to have been concluded.</p> <p><b>2) Employment Compensation Awards</b> Following a claim <b>We</b> have accepted under INSURED EVENT 1) Employment, the <b>Insurer</b> will pay any</p>	<p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"> <li>a) the pursuit of an action by <b>You</b> other than an appeal against the decision of a court or tribunal;</li> <li>b) actual or alleged redundancy that is notified to <b>Employees</b> within 180 days of the start of this policy, except where <b>You</b> have had equivalent cover in force up until the start of this policy;</li> <li>c) costs <b>You</b> incur to prepare for an internal disciplinary hearing, grievance or appeal.</li> <li>d) a pension scheme where actions are brought by 10 or more <b>Employees</b> or ex-<b>Employees</b>.</li> </ul> <p>a) Money due to an <b>Employee</b> under a contract or a statutory provision relating thereto;</p>

What IS Insured	What IS NOT Insured



<p>a) basic and compensatory award or  b) an amount agreed by <b>Us</b> in settlement of a dispute.</p> <p>Provided that compensation is:</p> <p>i) agreed through mediation or conciliation or under a settlement approved by <b>Us</b> in advance or  ii) awarded by a tribunal judgement after full argument unless given by default.</p> <p><b>3) Employment Restrictive Covenants</b></p> <p>a) A dispute with <b>Your Employee</b> or ex-<b>Employee</b> which arises from their breach of a restrictive covenant where <b>You</b> are seeking financial remedy or damages.</p> <p>Provided that the restrictive covenant</p> <p>i) is designed to protect <b>Your</b> legitimate <b>Business</b> interests for a period not exceeding 12 months, and  ii) is evidenced in writing and signed by <b>Your Employee</b> or ex-<b>Employee</b>, and  iii) extends no further than is reasonably necessary to protect the <b>Business</b> interests.</p> <p>b) A dispute with another party who alleges that <b>You</b> have breached their legal rights protected by a restrictive covenant.</p> <p><b>4) Tax Disputes</b></p> <p>a) A formally notified enquiry into <b>Your Business</b> tax.  b) A dispute about <b>Your</b> compliance with HMRC regulations relating to <b>Your Employees</b>, workers or payments to contractors.  c) A dispute with HMRC about Value Added Tax.</p> <p>Provided that</p> <p>i) <b>You</b> keep proper records in accordance with legal requirements  and  ii) in respect of any appealable matter <b>You</b> have requested an Internal Review from HMRC where available.</p>	<p>b) compensation awards or settlement relating to</p> <p>i) trade union membership, industrial or labour arbitration or collective bargaining agreements  ii) civil claims or statutory rights relating to trustees of occupational pension schemes.</p> <p>Any claim arising from or relating to:</p> <p>a) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless or deliberate misstatements or omissions;  b) an investigation by the Fraud Investigation Service of HMRC;  c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to <b>Your</b> financial arrangements;  d) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland;  e) <b>Your</b> failure to register for VAT.</p>
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What IS Insured	What IS NOT Insured
<p><b>5) Property</b> A dispute relating to material property which <b>You</b> own or is <b>Your</b> responsibility</p> <ul style="list-style-type: none"> <li>a) following an event which causes physical damage to <b>Your</b> material property;</li> <li>b) following a public or private nuisance or trespass;</li> <li>c) which <b>You</b> wish to recover or repossess from an <b>Employee</b> or ex-<b>Employee</b>.</li> </ul> <p><b>6) Legal Defence</b></p> <ul style="list-style-type: none"> <li>a) A criminal investigation and/or enquiry by <ul style="list-style-type: none"> <li>i) the police,</li> <li>ii) other body with the power to prosecute (including Health &amp; Safety Executive, Department for the Environment Food &amp; Rural Affairs or the Environment Agency)</li> </ul> where it is suspected that an offence may have been committed that could lead to the <b>Insured</b> being prosecuted. </li> <li>b) The charge for an offence or alleged offence which leads to the <b>Insured</b> being prosecuted in a court of criminal jurisdiction.</li> </ul> <p><b>7) Compliance and Regulation</b></p> <ul style="list-style-type: none"> <li>a) Receipt of a Statutory Notice that imposes terms against which <b>You</b> wish to appeal.</li> <li>b) Notice of a formal investigation or disciplinary hearing by any regulatory body.</li> <li>c) A civil action alleging wrongful arrest arising from an allegation of theft.</li> <li>d) A claim against <b>You</b> for compensation under the Data Protection Act 2018 provided that <ul style="list-style-type: none"> <li>(i) <b>You</b> are registered with the Information Commissioner</li> <li>(ii) <b>You</b> are able to evidence that you have in place a process to <ul style="list-style-type: none"> <li>- investigate complaints from data subjects regarding a breach of their privacy rights</li> <li>- offer suitable redress where a breach has occurred and that <b>Your</b> complaints process has been fully engaged.</li> </ul> </li> </ul> </li> </ul>	<p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"> <li>i) a contract between <b>You</b> and a third party except for a claim under 5) (c);</li> <li>ii) goods lent or hired out;</li> <li>iii) the compulsory purchase, demolition, restrictions, controls or permissions placed on land or property by any government, local or public authority.</li> </ul> <p>Any claim relating to a parking offence.</p> <p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"> <li>a) the pursuit of an action by <b>You</b> other than an appeal;</li> <li>b) a routine inspection by a regulatory authority;</li> <li>c) an enquiry, investigation or enforcement action by HMRC;</li> <li>d) a claim brought against <b>Your Business</b> where unlawful discrimination has been alleged.</li> </ul>

What IS Insured	What IS NOT Insured
<ul style="list-style-type: none"> <li>e) A civil action alleging that an <b>Insured</b> (or an ex-<b>Employee</b> provided that they have <b>Your</b> agreement to claim under this policy) has:</li> </ul>	

<p>i) committed an act of unlawful discrimination; or</p> <p>ii) failed to correctly exercise their fiduciary duty as a trustee of a pension fund set up for the benefit of <b>Your Employees</b>.</p> <p><b>8) Statutory Licence Appeals</b> An appeal against a formal written proposal by the relevant authority to alter, suspend, revoke or refuse to renew a licence or compulsory registration required to run <b>Your Business</b>.</p> <p><b>9) Loss of Earnings</b> The <b>Insured's</b> absence from work to attend court, tribunal, arbitration, regulatory proceedings or a professional body's disciplinary hearing at the request of the <b>Appointed Advisor</b> or whilst on jury service which results in loss of earnings.</p> <p><b>10) Personal Injury</b> An event that causes <b>Bodily Injury</b> to, or the death of, an <b>Insured</b>.</p> <p><b>11) Executive Suite</b> This event applies only to the principal, executive officers, directors and partners of <b>Your Business</b>.</p> <p>a) An HMRC enquiry into the executive's personal tax affairs.</p> <p>b) A motoring prosecution that arises from driving for personal, social or domestic use, including commuting to or from <b>Your Business</b>.</p> <p>c) A claim that arises from personal identity theft provided that the person claiming has sought and followed advice from the Executive suite - identity theft resolution helpline.</p> <p>d) A dispute that arises from the terms of <b>Your Business</b> partnership agreement that is to be referred to mediation.</p> <p>e) Crisis communication as described in INSURED EVENT 12) below shall be available to the principal, executive officers, directors and partners of the <b>Business</b> for matters occurring in their private and personal capacity that cause significant adverse publicity or reputational damage.</p>	<p>Any sum which can be recovered from the court.</p> <p>Any claim arising from or relating to a condition, illness or disease which develops gradually.</p> <p>a) Any claim arising from or relating to:</p> <p>i) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions</p> <p>ii) an investigation by the Fraud Investigation Service of HMRC</p> <p>iii) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the executive's financial arrangements</p> <p>iv) any enquiry that concerns assets, monies or wealth outside of the United Kingdom</p> <p>v) a parking offence</p> <p>vi) costs incurred in excess of £25,000 for a claim under 11) (d) and 11) (e).</p> <p>b) Crisis communication for a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast.</p>
<p><b>What IS Insured</b></p>	<p><b>What IS NOT Insured</b></p>
<p><b>12) Crisis Communication</b> Following an event which causes <b>Your Business</b> significant adverse publicity or reputational damage which is likely to have a widespread financial impact on <b>Your Business</b>, <b>We</b> will</p> <p>a) liaise with <b>You</b> and <b>Your</b> solicitor (whether the solicitor is an <b>Appointed Advisor</b> under this policy, or acts on <b>Your</b> behalf under any</p>	<p>Any claim arising from or relating to:</p> <p>a) matters that should be dealt with through <b>Your</b> normal complaints procedures</p> <p>b) a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast</p> <p>c) costs incurred in excess of £25,000.</p>

<p>other policy), to draft a media statement or press release, and/or</p> <p>b) prepare communication for <b>Your</b> customers/staff and/or a telephone or website script and/or or social media messaging</p> <p>c) arrange, support and represent an <b>Insured</b> at an event which media will be reporting</p> <p>d) support the <b>Insured</b> by taking phone calls/email messages and managing interaction with media outlets</p> <p>e) support and prepare the <b>Insured</b> for media interviews</p> <p>provided that <b>You</b> have sought and followed advice from <b>Our</b> Crisis Communication helpline.</p>	
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### Optional Extension - Contract and Debt Recovery

This extension of the policy is operative only if stated in the schedule

What IS Insured	What IS NOT Insured
<p>This insurance extends to include cover for a breach or alleged breach of an agreement or alleged agreement which has been entered into by <b>You</b> or on <b>Your</b> behalf relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services provided that if <b>You</b> are claiming for an undisputed debt <b>You</b> have exhausted <b>Your</b> normal credit control procedures.</p> <p>Cover is only provided within the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland, and countries in the European Union.</p>	<p><b>We</b> will not cover any claim arising from or relating to</p> <p>a) an amount which is less than £200</p> <p>b) a dispute with a tenant or leasee where <b>You</b> are the landlord or lessor</p> <p>c) the sale or purchase of land or buildings</p> <p>d) loans, mortgages, endowments, pensions or any other financial product</p> <p>e) computer hardware, software, internet services or systems which</p> <p>(i) have been supplied by <b>You</b> or</p> <p>(ii) have been tailored to <b>Your</b> requirements</p> <p>f) a breach or alleged breach of a professional duty by an <b>Insured</b></p> <p>g) the settlement payable under an insurance policy</p> <p>h) a dispute relating to an <b>Employee</b> or ex-<b>Employee</b></p> <p>i) adjudication or arbitration</p>

### Exclusions – Applicable to Section Ten: Commercial Legal Expenses

The **Insured** is not covered for any claim arising from or relating to:

1. costs or compensation awards incurred without **Our** consent;
2. any actual or alleged act, omission or dispute happening before, or existing at the start of cover under this section, and which the **Insured** knew or ought reasonably to have known could lead to a claim;
3. an allegation against the **Insured** involving:
  - a) assault, violence, malicious falsehood or defamation
  - b) indecent or obscene materials

- c) the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
  - d) illegal immigration
  - e) money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities except in relation to INSURED EVENT 12) Crisis communication;
4. defending a claim in respect of damages for personal injury (other than injury to feelings in relation to INSURED EVENT 1-Employment), or loss or damage to property owned by the **Insured**;
  5. National Minimum Wage and/or National Living Wage Regulations
  6. patents, copyright, passing-off, trade or service marks, registered designs and confidential information except in relation to INSURED EVENT 3) Employment Restrictive Covenants)
  7. a dispute with any subsidiary, parent, associated or sister company or between shareholders or business partners (except in relation to mediation under INSURED EVENT 11) (d)
  8.
    - a) franchise agreement
    - b) an agency agreement through which one party has the legal capacity to alter the legal relations of the other
  9. a judicial review;
  - 10 a dispute with **Us**, the **Insurer** or the party who arranged this cover not dealt with under Condition 6;
  11. the payment of fines, penalties or compensation awarded against the **Insured** (except as covered under INSURED EVENT 2) Employment Compensation Awards) or costs awarded against the **Insured** by a court of criminal jurisdiction.
  12. a dispute where providing cover, payment of any claim or the provision of any benefit would expose the **Insurer** 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.

## Conditions – Applicable to Section Ten: Commercial Legal Expenses

Where the **Insurer's** risk is affected by the **Insured's** failure to keep to these conditions the **Insurer** can refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to claim back **Legal Costs and Expenses** from the **Insured** if this happens.

### 1. The Insured's responsibilities

An **Insured** must:

- a) tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in their favour;
- b) cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with progress of the claim and not hinder them;
- c) take reasonable steps to claim back **Legal Costs and Expenses** and, where recovered, pay them to the **Insurer**;
- d) allow the **Insurer** at any time to take over and conduct in the **Insured's** name, any claim.

### 2. Freedom to choose an Appointed Advisor

- a) In certain circumstances as set out in 2(b) below the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.

b) If:

- (i) a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **Insured** or
- (ii) there is a conflict of interest

the **Insured** may choose a qualified **Appointed Advisor** except where the **Insured's** claim is to be dealt with by the Employment Tribunal where **We** shall always choose the **Appointed Advisor**.

- c) Where the **Insured** wishes to exercise the right to choose, the **Insured** must write to **Us** with their preferred representative's contact details.
- d) Where the **Insured** chooses to use their preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel and will only pay the costs that the **Insurer** would have been liable to pay. (**Our** panel solicitor firms are chosen with care and **We** agree special terms with them including rates which may be lower than those available from other firms.)
- e) If the **Insured** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured**, cover will end immediately.
- f) For claims for Contract & Debt Recovery **You** must enter into a **Conditional Fee Agreement** (unless the appointed advisor has entered into a **Collective Conditional Fee Agreement**) where legally permitted.

### 3. Consent

- a) The **Insured** must agree to **Us** having sight of the **Appointed Advisor's** file relating to the **Insured's** claim. The **Insured** is considered to have provided consent to **Us** or **Our** appointed agent to have sight of their file for auditing and quality and cost control purposes.
- b) An **Insured** must have **Your** agreement to claim under this policy.

## Conditions – Applicable to Section Ten: Commercial Legal Expenses

### 4. Settlement

- a) The **Insurer** can settle the claim by paying the reasonable value of the **Insured's** claim.

- b) The **Insured** must not negotiate, settle the claim or agree to pay **Legal Costs and Expenses** without **Our** written agreement.
- c) If the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor** the **Insurer** reserves the right to refuse to pay further **Legal Costs and Expenses**.

#### 5. Barrister's opinion

**We** may require the **Insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **Insured**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the **Insurer** will pay for a final opinion which shall be binding on the **Insured** and **Us**. This does not affect **Your** right under Condition 6 below.

#### 6. Arbitration

If any dispute between the **Insured** and **Us** arises from this policy, the **Insured** can make a complaint to **Us** as described on the back page of this policy and **We** will try to resolve the matter. If **We** are unable to satisfy the **Insured's** concerns and the matter can be dealt with by the Financial Ombudsman Service the **Insured** can ask them to arbitrate over the complaint.

If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred.

If **We** and the **Insured** fail to agree on a suitable person to arbitrate the matter **We** will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

#### 7. Other insurance

The **Insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy or another section of this Policy, or any claim that would have been covered by any other policy or any other section of this policy if this section did not exist.

#### 8. Fraudulent Claims and claims tainted by dishonesty

- a) If an **Insured** makes any claim which is fraudulent or false, this section of the policy may become void and all benefit under it may be lost.
- b) An **Insured** shall at all times be entirely truthful, accurate and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **Insured** has breached this condition and that the breach has:
  - i) affected **Our** assessment of **Reasonable Prospects of Success**, and/or
  - ii) prejudiced in any part the outcome of the **Insured's** claimthe **Insurer** shall have no liability for **Legal Costs and Expenses**.

#### 9. Acts of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction

All legal instruments and rules referred to within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

### Claims procedure – Applicable to Section Ten: Commercial Legal Expenses

#### Telling **Us** about your claim

- 1) If an **Insured** needs to make a claim, they must notify **Us** as soon as possible.
- 2) If an **Insured** instructs their own solicitor or accountant without telling **Us**, they will be liable for costs that are not covered by this policy.
- 3) A claim form can be downloaded at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or requested by telephoning **Us** on 0330 303 1955 between 9am and 5pm weekdays (except bank holidays).

- 4) The completed claim form and supporting documentation can be sent to **Us** by email, post or fax. Further details are set out in the claim form itself.

What happens next?

- 1) **We** will send the **Insured** a written acknowledgment by the end of the next working day after receiving their claim form.
- 2) Within five working days of receiving all the information needed to assess the availability of cover under the policy **We** will write to the **Insured** either:
  - a) confirming cover under the terms of this policy and advising the **Insured** of the next steps to progress their claim; or
  - b) if the claim is not covered, **We** will explain in full the reason why and advise whether **We** can assist in another way.
- 3) When a representative is appointed they will try to resolve the **Insured's** dispute without delay, arranging mediation whenever appropriate.
- 4) **We** will check on the progress of the **Insured's** claim with the **Appointed Advisor** from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

### Helplines and Legal Services - Applicable to Section Ten: Commercial Legal Expenses

We record and monitor calls for training purposes, to improve the quality of our service, to help us deal with queries or complaints from you and to prevent and detect fraud and financial crime.

#### Business Legal Services

[www.araglegal.co.uk](http://www.araglegal.co.uk)

#### Getting started

You will need to enter voucher code CCCFCF1FB3B8 when you register to use the website. Once you have registered you can access the website at any time to create and securely store your legal documents.

#### More help?

If you have problems using the website please contact our digital technical support team. Contact details can be found on the website. Our digital technical support team cannot give you legal or insurance advice.

### Helplines and Legal Services - Applicable to Section Ten: Commercial Legal Expenses

#### Helplines

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if our advisors consider that your helpline usage is becoming excessive they will tell you. If following that warning, usage is not reduced to a more reasonable level, we can refuse to accept further calls.

#### Legal & tax advice 01872 270 174

If you have a legal or tax problem relating to your business we can connect you to our confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 7 days a week, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers business-related legal matters within UK, Isle of Man, Channel Islands and EU law and tax matters within the UK. Your query will be dealt with by a qualified specialist who is



experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

#### **Crisis communication 01872 272 174**

If you are concerned about an event that may result in negative publicity which could affect your business, you can access professional public relations support from our Crisis Communication experts. Where possible, initial advice for you to act upon will be provided over the phone, but if your circumstances require professional work to be carried out in advance of any actual adverse publicity, such services are available on a consultancy basis and subject to you paying a fee.

Where an event has led to actual publicity online, in print or broadcast, that could damage your business, you are insured against the costs of crisis communication services under Insured event 12 when you use this helpline.

#### **Redundancy assistance 01872 270 159**

We can arrange for specialist advice if you are planning redundancies. This will assist you to implement a fair selection process and ensure that the redundancy notices are correctly served. This unfunded service is available between 9am and 5pm on weekdays (except bank holidays).

#### **Counselling assistance 01872 270 154**

For an employee (including family members permanently living with them) needing confidential help and advice, our qualified counsellors are available to provide telephone support on any matter that is causing your employee upset or anxiety, from personal problems to bereavement. Calls to the Counselling assistance service will not be recorded.

#### **Executive suite - identity theft resolution 0333 000 2082.**

This service is available to the principal, executive officers, directors and partners of the business between 9am and 5pm on weekdays (except bank holidays). This service provides telephone advice to help executives keep their personal identity secure. Where identity theft is suspected, specialist caseworkers can help the victim to restore their credit rating and correspond with their card issuer, bank or other parties. Identity theft expenses are insured under What is covered 11(c) when your executives use this helpline.

## Complaints Procedure

We are a mutual organisation, which means we are owned by you, our Members. This is why we always act in accordance with the best interests of our Membership.

If you have any cause to be unhappy with our service or products, then please give us the opportunity to hear what you have to say so that we can put things right for you.

Simply contact a member of our team on 01872 277151, or if you prefer, you can email us at [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk) or you can write to us at the following address:

CMA House, Newham Road, Newham, TRURO, TR1 2SU

### Responding to your complaint

We will deal with your complaint in accordance with the Financial Conduct Authority's Guidelines and we will consider the full circumstances of the matter in a fair and independent manner.

If your complaint cannot be resolved within three working days, we will acknowledge your complaint and let you know about our complaint handling process. This will be done within five working days of the complaint's receipt. We will inform you of our decision as soon as possible.

If you have not heard from us within eight weeks, we will write to you to explain why we are not in a position to issue a final response and we will let you know when to expect one.

### The Financial Ombudsman Service

Once we have issued you with a final response and explained our decision, if you are not satisfied with our reply, you have the option of placing the matter before the Financial Ombudsman Service ('FOS'). This is a free, independent service for resolving disputes.

If you decide to contact them, you should do this within six months of our final response letter. Referring your case to the FOS will not affect your legal rights. We will provide full details of how to appeal and further information is available at:

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

The FOS can be contacted at:

Exchange Tower  
Harbour Exchange  
London  
E14 9SR

Tel: 0300 123 9123 or 0800 023 4567

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

## Complaints Procedure - ARAG

**Making a complaint with regard to the Motor Legal Expenses (Section One, Sub-Section 3) or Commercial Legal Expenses (Section Ten) sections of your policy:**

### Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to the Customer Relations Department who will arrange to have it reviewed at the appropriate level. ARAG can be reached in the following ways:

**Tel:** 0117 917 1561

**E-mail:** [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

**Post:** ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

### Step 2

Should you remain dissatisfied you can refer your complaint to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction – contact details as shown above. From 1 April 2019 the FOS will normally deal with complaints from small business with an annual turnover of less than £6.5million and which either; have up to 50 employees or a balance sheet threshold of £5million.

### The Financial Services Compensation Scheme (FSCS)

Our activities are covered by the Financial Services Compensation Scheme and consequently you may be entitled to compensation if we cannot meet our obligations. The amount of any compensation is dependent upon what insurance you have and the circumstances of the compensation claim but for compulsory classes of insurance please note there are no upper limits on any claim. For further information on The Financial Services Compensation Scheme contact the scheme directly on 0800 678 1100 or 0207 741 4100, visit: [www.fscs.org.uk](http://www.fscs.org.uk) or write to: Financial Services Compensation Scheme, 10th floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or email [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk).

## Data Protection – Information Uses

For the purposes of the General Data Protection Regulation, the Data Controller in relation to any personal data you supply is The Cornish Mutual Assurance Company Ltd.

Below you will find a summary of the key elements of our Privacy Policy describing how we use the personal data you supply to us. For a full copy of the Privacy Policy please visit our website at [www.cornishmutual.co.uk/privacy-policy](http://www.cornishmutual.co.uk/privacy-policy) or you can contact us to request a copy.

### What information we collect

In order to assess the terms of the insurance contract or administer claims which arise, we collect personal information such as your full name, address and date of birth. We also collect sensitive personal information only where necessary such as your health conditions or criminal convictions.

We may also collect information from sources such as social media, third party databases available to the insurance industry, loss adjusters or other suppliers appointed in the process of handling a claim.

### Using and sharing your data for insurance administration purposes

Information you supply may be used for the purposes of insurance administration by Cornish Mutual, our reinsurers and associated service providers such as vehicle breakdown, home emergency or legal advisors. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing our regulatory responsibilities. Your information may also be used for offering renewals, research and statistical purposes and crime prevention.

Your information may be passed on to other parties where this is necessary to help deal with your claim or allow you to benefit from additional services such as vehicle breakdown, home emergency, credit hire, vehicle repairs or legal advice. Where we discuss your claim with other insurers we will only disclose the necessary information. Cornish Mutual or its agents may undertake checks against publicly available information (such as county court judgments, bankruptcy orders or repossessions).

### Using and sharing your data for marketing and marketing research purposes

The Cornish Mutual Assurance Co. Ltd may use your information to keep you informed by post, telephone, email or other means about products and services which may be of interest to you.

We may also send your data to a market research company to enable independent research to improve our service to you. This will not be used to promote services of other companies or third parties. Your information may also be disclosed and used for these purposes after your policy has lapsed.

If you do not wish your information to be used for these purposes please contact us at Cornish Mutual, CMA House, Newham Road, Truro, TR1 2SU on 01872 277151 or email: [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk).

### Accessing your data

In the case of personal data, with limited exceptions, you have the right to access and if necessary rectify information held about you.

You can find full details of this process on our website.

In specific circumstances, you may make a request to have your personal data erased. There are reasons why a request may not be upheld, such as:

- You may want to make a future claim, so we need to be able to find your records.
- Insurance companies share data about policies and claims to prevent fraud.

If you would like to access or erase your personal data please contact us at Cornish Mutual on 01872 277151 or [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk) or by writing to CMA House, Newham Road, Truro TR1 2SU.

## Data Protection – Information Uses

### Fraud Prevention

Insurers pass information to the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register, run by the Motor Insurers' Bureau (MIB). The aim is to help us check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search these Registers. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we may pass information relating to it to the Registers.

## Privacy Notice (Section One, sub-Section 3 and Section Ten)

This is a summary of how ARAG collect, use, share and store personal information. To view ARAG's full privacy statement, please see their website [www.arag.co.uk](http://www.arag.co.uk)

### Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. ARAG will hold and process this information in accordance with all relevant data protection regulations and legislation. Should ARAG ask for personal or sensitive information, ARAG undertake that it shall only be used in accordance with their privacy statement. ARAG may also collect information for other parties such as suppliers ARAG appoints to process the handling of a claim.

### Using personal or sensitive information

The reason ARAG collects personal or sensitive information is to fulfil ARAG's contractual and regulatory obligations in providing this Section of cover, for example to process premium or handle a claim. To fulfil these obligations, ARAG may need to share personal or sensitive information with other organisations. ARAG will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to ARAG's full privacy statement for full details.

### Keeping personal information

ARAG shall not keep personal information for any longer than necessary.

### Insured Individuals' rights

Insured Individuals have a number of rights in relation to how ARAG holds personal data including; the right to a copy of the personal data ARAG holds; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when ARAG will not be able to delete personal data, please refer to ARAG's full privacy statement.



# Cornish Mutual

**Head office:** CMA House, Newham Road, Newham, Truro, Cornwall TR1 2SU

**Tel:** 01872 277151

**email:** [askus@cornishmutual.co.uk](mailto:askus@cornishmutual.co.uk) [www.cornishmutual.co.uk](http://www.cornishmutual.co.uk)



Company Registration Number: 00078768

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

MT November 2024