

MOTOR TRADE ONE PRODUCT SUMMARY



COVER
DESIGNED FOR THE
PROFESSIONAL MOTOR TRADER

Motor Trade One Insurance Policy

Please read this document carefully. Full terms, definitions, clauses, conditions and exclusions can be found within the Policy Booklet.

The Motor Trade One policy is underwritten by Royal & Sun Alliance Insurance Ltd, an Insurance Undertaking, and will run for 12 months or as shown on the schedule. Cover for acts of Terrorism is available as an option upon request.

Full details of any Endorsements or Excesses or Limits that may apply will be shown in the Policy Schedule and Policy Document.

Fair Presentation of Risk:

You are under a duty to make a fair presentation of the risk to us before the inception, renewal and alteration of your policy. This means that you must tell us about and/or provide to us all material information or tell us and/or provide to us sufficient information to alert us of the need to make further enquiries to reveal such material information. This information needs to be provided in a clear and accessible manner.

Material facts are those which are likely to influence us in the acceptance of the terms or pricing of your policy. If you have any doubts as to whether any information is material you should provide it to us.

Failure to disclose any material fact may invalidate your policy in its entirety or may result in your policy not responding to all or part of an individual claim or class of claims.

In order to comply with your duty to make a fair presentation you must also have conducted reasonable searches for all relevant information held:

- within your business (including that held by your senior management and anyone who is responsible for your insurance); and
- by any other person (such as your broker, intermediary or agent or a person for whom cover is provided by this insurance)

If any changes in circumstances arise during the Period of Insurance please provide full details to the broker, intermediary or agent acting on your behalf.

Section 1: Material Damage

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<p>All Risks basis – accidental loss or damage to property as shown on the Policy Schedule</p> <ul style="list-style-type: none"> Subsidence is available as an option in most cases 	<ul style="list-style-type: none"> Stock in Trade (as defined) up to £10,000 included Professional Fees Public Authorities cover for up to 15% of the sum insured Theft Damage to Buildings Damage to Framework (Glass) Underground Services Clearing of Drains Loss of Metered Water up to a limit of £25,000 Other Interests Non-Invalidation Contracting Purchaser's Interest Mortgagees/Freeholders/Lessors Subrogation Waiver Capital Additions cover up to 10% of the sum insured with a limit of £1,000,000 Cost of Debris Removal/Re-erection Exhibitions cover up to £500,000 Temporary Removal of Motor Vehicles Temporary Removal of Tenants Improvements and Plant, Machinery, Trade, Fixtures and Fittings Fire Brigade and Rescue Services Damage to Grounds up to a limit of £25,000 Lock Replacement (other than Motor Vehicles) up to a limit of £10,000 Lock Replacement (Motor Vehicles) up to a limit of £50,000 Contract Price Trace and Access up to a limit of £25,000 Fire Extinguishment and Security Equipment Expenses up to a limit of £25,000 Loss of Rent Unauthorised Use of Gas, Water or Electricity up to a limit of £25,000 Motor Vehicles Held for Sale cover up to £10,000 per vehicle New Motor Vehicle Concession cover up to £50,000 per vehicle Depreciation in Value (Stolen New Motor Vehicles) cover up to £5,000 per vehicle or 10%, whichever is the less Loss of Use (Customers Vehicles) cover up to £50,000 Seasonal Increase (Insureds Vehicles) on stock by 30% in months February/March and August/September Fraud/Trick/False Pretence up to £25,000 	<p>Clauses</p> <ul style="list-style-type: none"> Designation Reinstatement Basis of Settlement Day One (Non Adjustable) Workmen Reinstatement of Losses Average Index Linking <p>Conditions</p> <ul style="list-style-type: none"> Keys Theft Protections Intruder Alarm Composite Panels Motor Garage Condition Paint Spraying Condition No Smoking Condition Fire Extinguishing Appliances Electrical Inspection Condition 	<p>Section Exclusions include –</p> <ul style="list-style-type: none"> Subsidence, heave or landslip Wear, tear and gradual deterioration etc. Collapse resulting from errors in design, processing, faulty workmanship Loss of market, loss of monetary devaluation or other consequential loss Theft of moveable property after business hours from yards or forecourts Theft arising from infidelity or dishonesty of the Insured, Directors, partners & employees Damage caused by theft, malicious act, vandalism, escape of water or oil from any water or heating installation, occurring whilst the Premises are left Vacant or Disused Damage to property whilst being worked on Unexplained losses discovered at stocktaking

Section 2: Business Interruption

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<ul style="list-style-type: none"> Loss of Gross Profit/Rentals/Revenue following Insured Damage at your business Premises Outstanding debit balances <p>Optional Covers</p> <ul style="list-style-type: none"> Loss of MOT Licence Increased Cost of Working Additional Cost of Working 	<ul style="list-style-type: none"> Unspecified Suppliers – Vehicle Components up to 25% of the Estimated Gross Profit or Estimated Gross Revenue Unspecified Suppliers – Motor Fuels up to 15% of the Estimated Gross Profit or Estimated Gross Revenue Unspecified Suppliers (Rest of World) up to 10% of the Estimated Gross Profit or Estimated Gross Revenue Unspecified Customers up to 15% of the Estimated Gross Profit or Estimated Gross Revenue Storage Sites 15% of the Estimated Gross Profit or Estimated Gross Revenue Property in Transit 5% of the Estimated Gross profit or Estimated Gross Revenue Public Utilities Denial of Access National Lottery Public Emergency up to £50,000 Closure up to £50,000 Disease up to £50,000 Bomb Scares up to £50,000 Accidental Failure of Public Supply up to £25,000 Essential Personnel up to £25,000 Exhibition Expenses up to £25,000 	<p>Clauses</p> <ul style="list-style-type: none"> Departmental Payments on Account Accumulated Stocks Renewal Clause (applicable to Estimated Gross Profit or Estimated Gross Revenue or Estimated Gross Rentals) Standing Charges (applicable to Estimated Gross Profit) Premium Adjustment Clause (applicable to Estimated Gross Profit or Estimated Gross Revenue or Estimated Gross Rentals) Monthly Records (applicable to Outstanding Debit Balances) Reinstatement of Losses Alternative Trading Value Added Tax <p>Conditions</p> <ul style="list-style-type: none"> Sums Insured subject to Index Linking 	

Section 3: Business Money & Personal Accident (Assault)

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<p>Damage, by any cause not excluded, to Money and Non-negotiable Currency, in any of the Situations occurring during the Period of Insurance.</p> <p>Loss of Business Money:</p> <ul style="list-style-type: none"> Transit/Contract Sites Bank Night Safe Premises During Business Hours Premises Outside Business Hours in Safe Premises Outside Business Hours Not in Safe Fuel Sales Staff Travellers/Collectors Private Dwellings ATM 	<p>Loss of Business Money:</p> <ul style="list-style-type: none"> Damage to Safes Damage to Personal Effects up to £1,000 Credit Cards up to £500 <p>Personal Accident Assault:</p> <ul style="list-style-type: none"> Victim Support Medical Expenses 	<p>Loss of Business Money:</p> <p>Clauses</p> <ul style="list-style-type: none"> Reinstatement of Losses <p>Conditions</p> <ul style="list-style-type: none"> Money records to be kept in a secure place separate from the money itself Safe keys to be removed from premises outside business hours Safe details to be provided Cash tills after Business Hours to be left open and contents other than small change removed Accompaniment requirements for money in transit Theft protections to be put into full and effective operation outside business hours Reasonable care to be taken in selection and supervision of employees 	<p>Loss of Business Money:</p> <ul style="list-style-type: none"> Fraud or dishonesty of any partner, director or employee not discovered within 14 days Loss insured under a fidelity guarantee policy Loss from unattended motor vehicles Any form of payment that is counterfeit, false or fraudulent Loss outside the territorial limits Depreciation, loss of market or any other consequential loss

Section 3: Business Money & Personal Accident (Assault) *continued*

<p>Personal Accident Assault:</p> <ul style="list-style-type: none"> • Death (which shall not be presumed by the disappearance of the Insured Person) – fixed limit at £20,000 • Loss of Sight – fixed limit at £20,000 • Loss of Limbs – fixed limit at £20,000 • Loss of Hearing fixed limit at £20,000 • Loss of Speech fixed limit at £20,000 • Permanent Total Disablement – fixed limit at £20,000 • Temporary Total Disablement – fixed limit at £200 per week • Temporary Partial Disablement – fixed limit at £50 per week 		<ul style="list-style-type: none"> • Territorial Limits – Great Britain, Northern Ireland the Channel Islands or the Isle of Man <p>Personal Accident Assault:</p> <p>Conditions</p> <ul style="list-style-type: none"> • Benefit limitations apply • Post-mortem examination entitlement in the event of death of an Insured Person • Immediate care placement under a qualified medical practitioner in the event of disablement • All certificates, information and evidence as required by the Company. 	
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Section 4: Wrongful Conversion

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Breach of implied warranty of title.		<ul style="list-style-type: none"> • All payments for Motor Vehicles purchased or allowances for part exchange shall be settled by cheque, debit or credit card, CHAPS, BACS or credit against the new purchase • No payment to be made until an HPI or Experian credit check is completed • 20% co-insurance applies 	

Section 5: Employers Liability

Cover	Extensions	Conditions	Exclusions
<p>Indemnity for your legal liabilities in respect of Bodily Injury to your Employees in relation to your business.</p> <p>£10,000,000 limit of indemnity (inclusive of all costs and expenses) for any one occurrence or series of occurrences arising from one original cause within the Territorial Limits during the Period of Insurance.</p>	<ul style="list-style-type: none"> • Compensation for court attendance connected to a claim to £500 per day for each partner/director and £250 per day for each employee • Cross Liabilities • Health & Safety at Work etc. Act 1974 • Indemnity to Principals • Indemnity to Others • Unsatisfied Court Judgements • Work Overseas • Corporate Manslaughter and Corporate Homicide Act 2007 	<ul style="list-style-type: none"> • Provisions of Law • Certificate of Employers' Liability Insurance 	<ul style="list-style-type: none"> • Bodily injury caused to any Employees (other than the driver) resulting from being in or on any of your vehicles whilst on the road under the terms of Part VI of the Road Traffic Act 1988 • Bodily injury arising in connection to visits to or work on any offshore rig or platform

Section 6: Public Liability

Cover	Extensions	Conditions	Exclusions
<p>Indemnity for your legal liabilities in respect of accidental Bodily Injury or Damage to Property.</p> <p>£5,000,000 limit of indemnity (inclusive of all costs and expenses) for any one occurrence or series of occurrences arising from one event within the Territorial Limits during the Period of Insurance and happening in connection with the Business.</p>	<ul style="list-style-type: none"> • Compensation for court attendance connected to a claim to £500 per day for each partner/director and £250 per day for each employee • Health & Safety at Work etc. Act 1974 • Cross Liabilities • Member to Member Liability • Indemnity to Principals • Indemnity to Others • Leased or Rented Premises • Defective Premises Act 1972 • Overseas Personal Liability • Claims under Data Protection Legislation (up to £500,000 any one Period of Insurance) • Work Overseas • Motor Contingent Liability • Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000 in the aggregate and in any one Period of Insurance) 	<ul style="list-style-type: none"> • Costs inclusive in USA and Canada • Use of Heat 	<ul style="list-style-type: none"> • Faulty or defective workmanship • Damage to property whilst being worked upon • Advice design formula or specification • Bodily injury to any employee • Own or use of any craft, vehicle licensed for road use • Products supplied • Liquidated damages, fines or penalties • Punitive exemplary or aggravated damages • Pollution or contamination unless from a sudden and identifiable unintended and unexpected incident and not occurring in the USA and/or Canada • Visits to or work on any offshore rig or platform • Contractual liability

Section 7: Defective Workmanship

Cover	Extensions	Conditions	Exclusions
<p>Indemnity for your legal liabilities in respect of accidental Bodily Injury or Damage to Property.</p> <p>£5,000,000 limit of indemnity (inclusive of all costs and expenses) for any one occurrence or series of occurrences arising from one event and caused by any Contingencies performed within the Territorial Limits during the Period of Insurance.</p>	<ul style="list-style-type: none"> • Compensation for court attendance connected to a claim to £500 per day for each partner/director and £250 per day for each employee • Financial Loss • Damage to own motor vehicles up to a limit of £100,000 • Health and Safety at Work etc. Act 1974 • Consumer Protection and Food Safety Acts • Cross Liabilities • Indemnity to Others • Claims under Data Protection Legislation (up to £500,000 any one Period of Insurance) • Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000 in the aggregate and in any one Period of Insurance) 	<ul style="list-style-type: none"> • Costs inclusive in USA and Canada • Excesses 	<ul style="list-style-type: none"> • Any claim whilst any Motor Vehicle is being driven by or on behalf of the Insured • Cost of repair, rectification or reinstatement of the original repair, servicing or maintenance work • The cost of refund, repair, alteration, replacement, removal or recall of any Motor Vehicle or any other goods sold or supplied by the Insured which give(s) rise to a claim • Advice, design, formula or specification • Bodily injury to any Employee • Legal liability caused by or arising from Property in the Insured's charge or control • Liquidated damages, fines or penalties • Punitive exemplary or aggravated damages • Pollution or contamination unless from a sudden and identifiable unintended and unexpected incident and not occurring in the USA and/or Canada • Products supplied which to the knowledge of the Insured are exported to the USA and/or Canada • Legal liability assumed by the Insured under agreement unless such liability would have attached in the absence of such agreement • Legal liability arising from Aircraft Products.

Section 8: Engineering Damage to Machinery and Plant, Engineering Inspection and Computer Insurance

Section 8a: Engineering Damage to Machinery and Plant

Cover	Extensions	Conditions	Exclusions
In the event of sudden and unforeseen Damage at the Premises occurring during the Period of Insurance by Fragmentation or to the Property Insured by Explosion, Collapse or Breakdown for all claims or series of claims arising out of any one original cause.	<ul style="list-style-type: none"> • Automatic Cover • Temporary Removal • Machinery Movement • Damage to Own Surrounding Property – Pressure Explosion • Hired in Plant • Cost of Substitute Equipment • Hazardous Substances • EEI (Environmental & Efficiency Improvements) • Emergency Services • Perishable Goods • Further Extensions – as stated under Section 8a (Supplemental) 	<ul style="list-style-type: none"> • Basis of Settlement • Restricted Life • Multiple Lifting Operations • Hiring Conditions • Discovering a Defect • Further Conditions – as stated under Sections 8a (Supplemental) 	<ul style="list-style-type: none"> • Specific perils • Damage to: <ul style="list-style-type: none"> – Property Insured during installation, erection, dismantling, transportation or removal; – Safety or protective devices due to their functioning; – Tyres by cuts, bursts, punctures or the application of brakes, unless arising from a malicious act; – Batteries other than Damage due to extraneous cause; – Tools, cutting edges, moulds, dies, patterns, non-metallic linings, pulverising and crushing surfaces, flexible pipes, trailing cables, driving belts or bands or parts requiring periodic renewal. • any Damage or loss, of any kind, caused by a Cyber Event (as defined in the policy) or any malfunction resulting therefrom

Section 8b: Engineering Inspection

Cover	Extensions	Conditions	Exclusions
The Company, if instructed by the Insured, will carry out an Inspection, the Inspecting Authority will make periodical inspections of the Statutory Plant and, if applicable, All Other Plant.			

Section 8c: Computer Insurance

Cover	Extensions	Conditions	Exclusions
<p>Sub-Section 1 Covered Equipment</p> <p>The Company will indemnify the Insured against an Accident to the Covered Equipment whilst at the Premises.</p> <p>Provided that the maximum liability of the Company under this Sub-Section shall not exceed £250,000 in total for all claims or series of claims arising out of any one original cause.</p>	<p>Sub-Section 1 Covered Equipment</p> <ul style="list-style-type: none"> • Automatic cover for newly acquired hardware (if hardware is insured), at the premises shown in the Schedule (up to £100,000) or up to £150,000 for hardware kept at premises not advised to the Company • Waste electrical and electronic equipment directive (up to £25,000 in addition to debris removal) • Temporary removal anywhere in the world (up to £50,000 – not applicable to portable equipment) • Portable computer equipment if insured, in transit (up to £5,000 any one loss for theft or attempted theft/£25,000 for any other loss) 	<p>Sub-Section 1 Covered Equipment</p> <ul style="list-style-type: none"> • Basis of settlement • Back up programs • Unattended vehicles security <p>Sub-Section 2 Reinstatement of Data & Sub-Section 3 Increased Cost of Working</p> <ul style="list-style-type: none"> • Back Up Records <p>Conditions applying to all Sub-Sections</p> <ul style="list-style-type: none"> • Further Conditions – Certain further Conditions apply to this Section 8c as stated under Sections 8a, 8c, and 9 (Supplemental), of this Policy. 	<p>Sub-Section 1 Covered Equipment</p> <ul style="list-style-type: none"> • Guarantee or maintenance agreement • An accident to Covered Equipment whilst hired or loaned out <p>Sub-Section 2 Reinstatement of Data & Sub-Section 3 Increased Cost of Working</p> <ul style="list-style-type: none"> • any cost or loss caused by or resulting from the failure or interruption of any electrical power supply network or Telecommunication Network not owned and operated by you

Section 8c: Computer Insurance *continued*

Cover	Extensions	Conditions	Exclusions
<p>Sub-Section 2 Reinstatement of Data</p> <p>The Company will indemnify the Insured against the cost of reinstating data subject to Damage in consequence of an Accident provided the maximum liability of the Company under this Sub-Section shall not exceed £50,000 in total for all such costs incurred in any one Period of Insurance.</p> <p>Sub-Section 3 Increased Cost of Working</p> <p>In the event that the Business at the Premises is interrupted or interfered with in consequence of an Accident, the Company will pay the Insured their increased costs of working necessarily and reasonably incurred in minimising or preventing the resulting interruption or interference, with the computer operations of the Business. Provided that the maximum liability of the Company under this Sub-Section shall not exceed £50,000 in total for all such costs incurred in any one Period of Insurance.</p>	<ul style="list-style-type: none"> Data carrying materials Accidental discharge of gas flooding systems (up to £25,000 in the aggregate and in any one Period of Insurance) <p>Sub-Section 1 Covered Equipment & Sub-Section 2 Reinstatement of Data</p> <ul style="list-style-type: none"> Incompatibility of records (up to £50,000) <p>Sub-Section 2 Reinstatement of Data</p> <ul style="list-style-type: none"> Research and development costs (up to £25,000) <p>Sub-Section 3 Increased Cost of Working</p> <ul style="list-style-type: none"> Reasonable auditors fees Additional Rental Fees (up to £25,000) Hire of Substitute Item (up to £10,000) <p>Extensions applying to all Sub-Sections</p> <ul style="list-style-type: none"> Subrogation Waiver Further Extensions – as stated 		<p>Sub-Section 3 Increased Cost of Working</p> <ul style="list-style-type: none"> Increased Cost of Working – non maintained Covered Equipment <p>Exclusions applying to all Sub-Sections</p> <ul style="list-style-type: none"> Indirect Loss Application of Excess Bespoke software Operation of protective devices Parts requiring periodic renewal Further Exclusions – as stated under Section 8a, 8c and 9: Supplemental any Damage or loss, of any kind, caused by a Cyber Event (as defined in the policy) or any malfunction resulting therefrom

Section 9: Engineering Business Interruption

Cover	Extensions	Clauses and Conditions	Exclusions
<p>The cover provided by this Section is subject to cover being provided under Section 2: Business Interruption of this Policy.</p> <p>Loss of “Gross Profit and Gross Revenue” resulting from the interruption or interference with the business from:</p> <ul style="list-style-type: none"> Sudden and unforeseen Damage to the Property Insured under Section 8a of this Policy, provided that: <ul style="list-style-type: none"> a payment shall have been made or liability admitted for such Damage, under Section 8a of this Policy; and b in respect of such Damage by Explosion insured under Section 8a of this Policy, cover hereunder shall not apply in respect of Explosion of a boiler or economiser, on the Premises; Failure or fluctuation, of the specified utilities, services or supplies, at the terminal point of the supply authority’s feed to the Premises, occurring during the Period of Insurance. 	<ul style="list-style-type: none"> Professional accountants fees Subrogation waiver 	<p>Clauses</p> <ul style="list-style-type: none"> Accumulated Stocks <ul style="list-style-type: none"> Gross Profit Gross Revenue Departmental Trading Option to Convert to Output (Gross Profit cover only) Alternative Premises <ul style="list-style-type: none"> Gross Profit Gross Revenue Franchise Time Exclusion <p>Conditions</p> <ul style="list-style-type: none"> Certain further Conditions apply to this Section as stated under Sections 8a, 8c, and 9 (Supplemental), of this Policy. 	<p>Loss resulting from interruption or interference due to:</p> <ul style="list-style-type: none"> Specific perils Failure of utility services or supply caused by: <ul style="list-style-type: none"> Deliberate act by supplier Rationing Strike or lock-out Drought any Damage or loss, of any kind, caused by a Cyber Event (as defined in the policy) or any malfunction resulting therefrom losses caused by or arising from your insolvency or bankruptcy losses resulting from: <ul style="list-style-type: none"> any lease, contract, licence or order ending or being suspended or cancelled penalties of any kind lack of, or guarantees of, performance inefficiency or delay measures to eliminate or reduce losses from any of the above causes <p>Certain further Exclusions apply to this Section as stated under Sections 8 a, 8c, and 9 (Supplemental), of this Policy.</p>

Section 8a, 8c and 9: **Supplemental**

Cover	Extensions	Conditions	Exclusions
	<ul style="list-style-type: none"> • Debris removal (up to £25,000 or 20% of the indemnifiable damage whichever is the lower) • Loss avoidance measures • Automatic reinstatement subject to an additional premium (we will waive the additional premium if the cost of the claim does not exceed £25,000) • Expediting costs (up to 50% of loss or £50,000 whichever is the lower) • Repairs costs investigation (up to £25,000 during each Period of Insurance) 	<ul style="list-style-type: none"> • Claims settlement – the amount stated as the excess or the loss during any “Time Exclusion” shown in the Schedule will be deducted from the settlement • Payments on account • Other insurance • Access 	<ul style="list-style-type: none"> • Intentional acts • Wear, tear, deterioration or other gradually operating cause • Application of tools • Guarantees of performance • Airborne and waterborne craft • Insolvency or bankruptcy • loss recoverable under any maintenance agreement or any warranty or guarantee

Section 10: **Legal Expenses**

Cover	Extensions	Conditions	Exclusions
<p>Legal expenses in relation to the following:</p> <p>Standard Cover:</p> <ul style="list-style-type: none"> • Employment disputes and Compensation Awards • Legal Defence • Contract Disputes • Property Protection and Personal Injury • Tenancy Disputes • Statutory Licence Protection • Tax Protection • Debt Recovery <p>Territorial Limits</p> <ul style="list-style-type: none"> – For Legal Defence (excluding Statutory Notice Appeals), and Personal Injury: The United Kingdom, the Channel Islands, the Isle of Man, the European Union, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey. – For all other Insured Incidents: The United Kingdom, the Channel Islands and the Isle of Man. <p>Your policy has full details of the cover and exclusions applicable, both in relation to the individual covers and at policy level.</p> <p>This section is underwritten on behalf of NIG by ARAG Legal Expenses Insurance Company Ltd</p>		<p>General</p> <ul style="list-style-type: none"> • Insured Persons Representation • Insured Persons Responsibilities • Keeping to the policy terms • Offers to settle a claim • Assessing and recovering costs • Cancelling an Appointed Representatives appointment • Withdrawing cover • Arbitration • Applicable Law • Expert opinion • Other insurances 	<p>General</p> <p>Late reported claims</p> <p>Any claim reported to ARAG more than 180 days after the date the Insured Person should have known about the Insured Incident.</p> <p>Costs ARAG have not agreed</p> <p>Costs and Expenses incurred before ARAG’s written acceptance of a claim.</p> <p>Court awards and fines</p> <p>Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority, other than compensation awards covered under Insured Incidents A Employment Disputes and Compensation Awards and B Legal Defence.</p> <p>Legal action ARAG have not agreed</p> <p>Legal action an Insured Person takes which ARAG or the Appointed Representative have not agreed to, or where the Insured Person does anything that hinders ARAG or the Appointed Representative.</p> <p>Intellectual property rights</p> <p>Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.</p> <p>Deliberate acts</p> <p>Any Insured Incident deliberately or intentionally caused by an Insured Person.</p>

Section 10: **Legal Expenses** *continued*

			<p>Franchise or agency agreements Any claim relating to rights under a franchise or agency agreement entered into by the Insured.</p> <p>A dispute with ARAG A dispute with ARAG not otherwise dealt with under Condition 8 Arbitration under this Section.</p> <p>Shareholding or partnership disputes Any claim relating to a shareholding or partnership share in the Business.</p> <p>Judicial review Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.</p> <p>Bankruptcy Any claim where either at the start of, or during the course of a claim:</p> <ul style="list-style-type: none"> - the Insured is declared bankrupt; - the Insured has filed a bankruptcy petition; - the Insured has filed a winding-up petition; - the Insured has made an arrangement with the Insured Person's creditors; - the Insured has entered into a deed of arrangement; - the Insured is in liquidation; or - the Insured's affairs or property are in the care or control of a receiver or administrator. <p>Defamation Any claim relating to written or verbal remarks that damage the Insured Person's reputation.</p> <p>Litigant in person Any claim where an Insured Person is not represented by a law</p>
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Section 11: Goods in Transit

Cover	Extensions	Clauses and Conditions	Exclusions
<p>Damage to Property in Transit by the Method of Conveyance stated in the Schedule, within the Territorial Limits and occurring during the Period of Insurance, subject to the Limit of Liability under this Section stated in the Schedule.</p> <ul style="list-style-type: none"> • “All Risks” basis 	<ul style="list-style-type: none"> • Damage to Packing Materials up to £10,000 • Transfer costs up to £10,000 • Reloading costs up to £10,000 • Debris removal costs up to £10,000 • Personal Effects up to £500 • Substituted Vehicles <p>All limits stated above are in total for all claims or series of claims, arising out of any one original cause.</p>	<p>Clauses</p> <ul style="list-style-type: none"> • Reinstatement (Tools) Clause • Average • Reinstatement of Losses <p>Conditions</p> <ul style="list-style-type: none"> • Security Measures • The Insured shall keep their vehicles in a good state of repair and roadworthy condition • Receipt for all Property sent if a carrier other than the Insured is used • Excess 	<ul style="list-style-type: none"> • Wear and tear, deterioration, vermin • Inherent vice, latent defect • Spillage, leakage, evaporation, loss of weight or shrinkage • Mechanical and/or electrical derangement or breakdown • Electrical or magnetic injury, disturbance or erasure, of electronic records • Breakdown of refrigeration and/or insufficient insulation • Defective or inadequate packing or insufficient addressing • Delay, confiscation, requisition, embargo or nationalisation, by or by order of the government or any public authority • Explosives or other dangerous goods • Money and other negotiable instruments of every description • Property carried by the Insured for hire of reward • Depreciation, loss of market or any other loss arising as an indirect consequence of the Damage • Loss insured by a fidelity guarantee insurance • Any claim for which more specific insurance applies under Sections 8 or 9, of this Policy.

Section 12: Fidelity Guarantee

Cover	Extensions	Conditions	Exclusions
<p>Theft of money or other property arising from acts of fraud and dishonesty by any Employee, subject to the Limit of Liability under this Section stated in the Schedule.</p> <ul style="list-style-type: none"> • Provided that such event: <ul style="list-style-type: none"> – occurs during the Period of Insurance; – is intended to make Improper Financial Gain for the Employee or for any other party or organisation; – arises during the uninterrupted employment of such Employee by the Insured; – is discovered within the period of 12 calendar months of such event; and – occurs in the United Kingdom, the Channel Islands or the Isle of Man. 		<ul style="list-style-type: none"> • Auditors • Cash Receipts • Reconciliation • Cheque Signing • Cash and Petty Cash • Investment Control • Computer Security • Vetting of Employees • Annual Holiday • Termination of Employees • Police Notification • Cessation of Cover • Withholding of Monies 	<ul style="list-style-type: none"> • Loss attributable solely to any unexplained shortages • Loss caused by an Employee before the cover for such Employee inception • Loss where the Insured continues to entrust the defaulting Employee with access to money and/or goods, after becoming aware of any material fact that questions the honesty of the Employee • Any indirect loss arising as an indirect consequence of the event in respect of which indemnity is provided by this sections.

Section 13: Personal Accident

Cover	Extensions	Conditions	Exclusions
<p>In the event of Injury to any Insured Person happening anywhere in the world during the Period of Insurance which within 24 months is the sole cause of any of the Contingencies, the Company will pay under this Section for each Insured Person, the amount of Benefit applicable stated in the Schedule (unless otherwise stated in this Section), to the Insured or their legal representative.</p> <p>Provided that, in respect of all other Employees as stated under the Definition of Insured Person in this Section, the cover provided by this Section will apply for Occupational Risks only.</p> <ul style="list-style-type: none"> Contingencies <ol style="list-style-type: none"> Death (which shall not be presumed by the disappearance of the Insured Person) Loss of Sight Loss of Limbs Loss of Hearing Loss of Speech Permanent Total Disablement Temporary Total Disablement Temporary Partial Disablement 	<ul style="list-style-type: none"> Medical Expenses 	<ul style="list-style-type: none"> No further Benefit shall be payable in respect of the same Insured Person after payment of any Benefit for Injury under Contingencies 1 to 6. Benefit under Contingency 6 is not payable before 104 weeks from the date of Injury. Benefit under Contingencies 7 or 8 or any combination thereof: <ol style="list-style-type: none"> is payable for a maximum of 104 consecutive weeks following the Excess Period. shall be payable when the total amount has been agreed by the Company or at the request of the Insured at intervals of not less than four consecutive weeks (but not in advance) commencing four consecutive weeks after receipt by the Company of written notice of the Injury for which the Benefit is to be paid by the Company. Any payment made or adjusted in respect of weekly Benefit shall be deducted from any lump sum Benefit thereafter becoming payable under this Section. Any payment will be subject to the Accident Accumulation Limit. All certificates and information and evidence required by the Company In the event of disablement of an Insured Person, the Insured Person must immediately place them self under the care of a qualified medical practitioner In the event of death of an Insured Person, the Company shall be entitled to have a post-mortem examination at its own expense. 	<ul style="list-style-type: none"> intentional self-injury, provoked assault, fighting (except in bona fide self-defence), wilful exposure to needless peril (except in an attempt to save human life), violation or attempted violation of the law or resistance to arrest or the Insured Person taking or attempting to take their own life; The influence of intoxicating liquor or drugs taken by the Insured Person or insanity or any sexually transmitted or communicable disease. Aviation. Winter sports, mountaineering requiring the use of guides or ropes, sub-aquatic or subterranean pursuits or aeronautic sports. Riding or driving in or practicing for any race, polo playing, steeple-chasing, hunting, or showjumping. Illness or disease not resulting from bodily injury or suffering from bodily injury due to any gradually operating cause.

Section 14: Terrorism

Cover	Extensions	Conditions	Exclusions
<ul style="list-style-type: none"> Damage to the property insured under this Policy (other than in respect of Section 15: Road Risks off this Policy) and loss resulting from Damage to Property Non-Damage Business Interruption <p>as insured by this Policy in England, Wales or Scotland (including the Channel Tunnel up to the frontier with the Republic of France as defined by the Treaty of Canterbury 1986) the proximate cause of which is an Act of Terrorism.</p> <p>An Act of Terrorism must be certified as such by HM Treasury or a tribunal as may be agreed by HM Treasury.</p>		<ul style="list-style-type: none"> Any Policy terms which provide for Premium adjustments based upon declarations on expiry or during the Period of Insurance do not apply to Terrorism Insurance. Any Long Term Agreement / Undertaking applying to this Policy does not apply to Terrorism insurance 	<ul style="list-style-type: none"> Cover will not extend to include the territorial seas adjacent to England, Scotland and Wales as defined by the Territorial Sea Act 1987 Riot or Civil Commotion, War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power Any loss or consequential loss from any Nuclear Installation or Nuclear Reactor

Section 14: Terrorism *continued*

Cover	Extensions	Conditions	Exclusions
<ul style="list-style-type: none"> • Provided that the liability of the Company shall not exceed in any one Period of Insurance: <ul style="list-style-type: none"> – in all the total Sum Insured; or – for any item its sum insured or any other stated limit of liability stated in the Schedule or elsewhere in the Policy, whichever is the less. 			<ul style="list-style-type: none"> • Damage or Non-Damage to or the destruction of any Computer System or any alteration, modification, distortion, erasure or corruption of Data, whether your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack • Cover is provided for certain cyber losses but nation state cyber terrorism is excluded. • Damage to any Residential Property insured in the name of a Private Individual

Section 15: Road Risks

Cover	Extensions	Conditions	Exclusions
<p>Cover referred to as operative in the Schedule and described under this Section for an Insured Vehicle in respect of any accident, injury, loss, destruction or damage, occurring in the Territorial Limits during any Period of Insurance.</p> <p>Indemnities:</p> <ul style="list-style-type: none"> • Accidental Damage • Liability to Third Parties • Legal Costs • Emergency Treatment • Foreign Use • Unauthorised Use • Uninsured Loss Recovery • Windscreen/Window Damage 	<ul style="list-style-type: none"> • Lock Replacement (Insureds Vehicles) up to £50,000 • New Vehicle Concession Insureds Vehicles up to £50,000 • Insured Vehicles Held for Sale up to £10,000 • Loss of Use (Customers' Vehicles) up to £50,000 • Vehicles with Sub-Contractors • Contract Price • Cross Liabilities • Indemnity for Trailers • Indemnity for Driving Other Vehicles • Indemnity for Movement of Other Vehicles • Court Attendance Costs • Third Party Contingent Liability 	<ul style="list-style-type: none"> • Basis of Settlement – repair, replacement or settlement in cash <ul style="list-style-type: none"> – Insured may authorise repairs if the estimated cost does not exceed £1,000 – Settlement to the legal owner of an Insured Vehicle which is the subject of a hire purchase – For a windscreen or window, subject to there being no other loss, destruction or damage to the Insured Vehicle. • Any legal liability incurred as a result of an agreement or contract, unless such liability would have attached in the absence of such agreement • Any accident, injury, loss, destruction or damage arising in consequence of an earthquake or riot or civil commotion arising elsewhere than in Great Britain, the Channel Islands or the Isle of Man • Any accident, injury, loss, destruction or damage arising out of participation in, or practice for, motor sports determined by time or speed • Proceedings brought or judgment obtained against the Insured in any court outside of the United Kingdom unless arising out of the use of the Insured Vehicle in that foreign country and cover has been extended to cover such foreign use 	<ul style="list-style-type: none"> • Any accident, injury, loss, destruction or damage, whilst an Insured Vehicle is: <ul style="list-style-type: none"> – being used other than in accordance with the “Limitations as to use” specified in the Certificate of Motor Insurance or is being driven by, or for the purpose of being driven is in the charge of, any person other than an authorised driver specified – being driven by the Insured unless the Insured holds a valid licence to drive such vehicle – being driven with the consent of the Insured or his representative by any person who, to their knowledge, does not hold a valid licence to drive such vehicle – being driven in an unsafe or unroadworthy condition • Any Insured Vehicle whilst in, or on any Premises owned or occupied by the Insured • Any Insured Vehicle whilst in, or on any other place at which the Insured is carrying on motor trade activities (other than a road or public highway within the meaning of the Road Traffic Acts) • Loss of use loss of market value depreciation deterioration wear tear mechanical electrical electronic or computer failure or breakdown • Damage to tyres, punctures, cuts bursts or by application of brakes

Section 15: Road Risks *continued*

Cover	Extensions	Conditions	Exclusions
		<ul style="list-style-type: none"> The Insured must take all reasonable precautions to maintain an Insured Vehicle in an efficient and roadworthy condition; and safeguard it from loss or damage The Company shall have full access at all reasonable times to examine an Insured Vehicle the Insured will arrange for details of all relevant vehicles to be provided in electronic format to the Motor Insurance Database website in order to comply with the relevant law applicable The Insured and/or the person who incurred the liability shall repay to the Company any sum which it has paid solely because of the law of the country in which this Section operates and which it would not otherwise have paid Those as mentioned under Uninsured Loss Recovery 	<ul style="list-style-type: none"> Loss of accessories of a motor cycle unless stolen with the motor cycle itself Loss of an Insured Vehicle resulting from deception by a purported purchaser Loss of an Insured Vehicle when unattended unless the ignition Key is removed and all doors, windows and other openings have been closed and locked Damage to an insured vehicle In connection with the loading or unloading of an insured vehicles beyond the limits of the carriageway Whilst the insured vehicle is within the precincts of an airport or aerodrome to which aircraft have access or are housed Death or bodily injury caused by pollution or contamination unless caused by a sudden identifiable unintended and unexpected incident Any excess as shown in the schedule Those as mentioned under Indemnity 7: Uninsured Loss Recovery

General Conditions

<ul style="list-style-type: none"> Fair Presentation of the Risk Reasonable Precautions Change of Risk or Interest 	<ul style="list-style-type: none"> Adjustment of Premium Cancellation Instalments 	<ul style="list-style-type: none"> Choice of Law Contracts (Rights of Third Parties) Act 1999 	<ul style="list-style-type: none"> Motor Insurance Database (Section 15 Road Risks Only) Survey & Risk Improvement Sanctions, Prohibitions or Restrictions
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Claims Conditions

<ul style="list-style-type: none"> Observance of Terms Action by the Insured 	<ul style="list-style-type: none"> The Right of the Company Fraudulent Claims 	<ul style="list-style-type: none"> Subrogation Other Insurances 	<ul style="list-style-type: none"> Arbitration
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General Exclusions

<ul style="list-style-type: none"> War, Government Action and Terrorism (other than as provided under Section 14: Terrorism, where insured. (Not applicable to Section 15: Road Risks) 	<ul style="list-style-type: none"> War, Government Action and Terrorism (applicable to Section 15: Road Risks only) 	<ul style="list-style-type: none"> Radioactive Contamination Pollution or Contamination Date Recognition Marine Policies 	<ul style="list-style-type: none"> Cyber Infectious or Contagious Disease
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Further Information

Other features

Please contact your Broker, Intermediary or Agent for details of the payment methods available.

Helpline services available:

- Eurolaw Commercial Legal and UK Tax Advice Helpline on any business problem including employment, VAT, contract disputes etc. (supplied by ARAG Legal Expenses Insurance Company Limited on behalf of NIG). Note that where advice is sought in respect of Tax Advice or in respect of very specialist matters, such advice is only provided 9am to 5pm Monday to Friday (other than public and bank holidays).
- Business Emergency Assistance Helpline – rapid response from reputable local contractors to deal with an emergency on your premises, including burst pipes, drainage problems, gas, electricity failures and serious roof damage (supplied by ARAG Legal Expenses Insurance Company Limited on behalf of NIG). You must pay any call-out or repair charges.
- Stress Counselling Service for any employee (and their family) over the telephone, assisting with issues such as Stress, Relationship, Depression, Bereavement and Family (supplied by ARAG Legal Expenses Insurance Company Limited on behalf of NIG).
- Emergency Glazing and Security Assistance – call outs for any glazing or door & window security problems (provided by NIG's approved supplier panel).

The following helpline service, which is provided by a medically qualified person, is available 9am to 5pm Monday to Friday, excluding public and bank holidays:

- Health and Medical Assistance Helpline giving assistance concerning nutrition, sports injuries, giving up smoking, exercise, complementary health and changing doctors (supplied by ARAG Legal Expenses Insurance Company Limited on behalf of NIG).

Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid in accordance with the General Condition – Cancellation.

Cancellation

If you wish to cancel the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made in accordance with the General Condition – Cancellation.

How to make a claim

Please contact, in the first instance, the broker, intermediary or agent who arranged the Policy, providing full details, as soon after the incident or circumstance as possible. Please quote your Policy Number.

When making a claim, it is very important that you meet all of the requirements of the policy, particularly Claim Condition 2 Action by the Insured. If you don't, we may not pay part or all of your claim.

How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the policy, they will refer it to NIG.

If your complaint is still outstanding, you can write to NIG direct at the following address:

Customer Relations Team
PO Box 255
Wymondham
NR18 8DP

Email: rsacustomerrelations@uk.rsagroup.com

Details of NIG's complaints procedures including information on what you should expect in response to your complaint can be found on NIG's website at www.nig.com/contact-us/complaints.

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service
Exchange Tower, London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**

For complaints relating to Section 10: Legal Expenses, of this Policy, please refer to the "How to make a complaint" entry in that Section. For complaints relating to Indemnity 7 Uninsured Loss Recovery under Section 15: Road Risks, of this Policy, please refer to the "How to Make a Complaint" entry in that Section.

Details about our Regulator

NIG policies are underwritten by Royal & Sun Alliance Insurance Ltd who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number **202323**. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on **0800 111 6768**.

The Prudential Regulation Authority website can be visited at www.bankofengland.co.uk/pru, or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

Data Protection

At NIG we are aware of the trust you place in us when you buy our products and our responsibility to protect your information. You can view and/or download our privacy notice from www.rsainsurance.co.uk/privacy-policy/. This tells you what we do with the information we collect about you, how we protect your information, what your rights are under data protection legislation and tells you what we are required to do by law. This includes details of who to contact should you have any concerns about the way in which NIG are using your personal information.

Whoever you are contacting, please always quote your Policy number as it will help your enquiry or complaint to be dealt with promptly.

Please be aware that telephone calls may be recorded for training and monitoring purposes.

