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In the event of Damage to Property In Transit by the Method of Conveyance stated as letter A and/or B, in the Schedule, within the Territorial Limits and occurring during the Period of Insurance, the Company will subject to the Limit of Liability under this Section pay to the Insured the value of such Property or the amount of the Damage at the time of such Damage or, at its own option, replace or repair such Property.

## Definitions

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

### Components

Components, parts, tyres, batteries and all other accessories relevant to Motor Vehicles, all the property of the Insured or held by them in trust for which they are responsible.

### Customers' Vehicles

Any Motor Vehicle held in the custody or control of the Insured for which the Insured has accepted responsibility.

### Insured's Vehicles

Any Motor Vehicle which is the property of the Insured or held for retail sale, including those leased in or on consignment from manufacturers or distributors or on commission for which the Insured is responsible.

### In Transit

#### 1 In respect of Method of Conveyance A:

Whilst the Property is being loaded upon, carried by, temporarily housed upon or being unloaded from the vehicle and concluding when the Property has either been placed at the Premises or receipt acknowledged by the consignee. This shall include a period of temporary garaging not exceeding 30 days during the journey.

#### 2 In respect of Method of Conveyance B:

Whilst the Property is in the custody or control of the carrier until delivered to the consignee's premises and receipt acknowledged or in the case of return transit, placed at the Insured's Premises. This shall include a period of temporary garaging not exceeding 30 days during the journey.

### Method of Conveyance

- A** Vehicles owned or operated, by the Insured (including by such vehicles involving sea or air transits, between the territories in the Territorial Limits).
- B** Carriers other than the Insured by means of road, rail or air freight.

### Plant, Machinery, Trade Fixtures and Fittings

- a** machinery, plant, fixtures, fittings, tools and other trade equipment including fixed fuel installations and their storage tanks;
- b** vending machines (but not contents and/or cash therein);
- c** all office equipment;
- d** patterns, models, moulds, plans and designs; and
- e** documents, manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the Insured of the information contained therein,

all the property of the Insured or held by them in trust for which they are responsible, but excluding Customers' Vehicles, Insured's Vehicles, Tools and Components.

### Property

- 1** Components, Tools, Stock in Trade, in connection with the Business; and
- 2** Vehicles in Transit.

### Stock in Trade

Stock in trade items (not being Motor Vehicles) which are the property of the Insured or held in trust or on commission for which the Insured is responsible, including retail stock of:

- a** cigarettes, cigars and tobacco;
- b** Vehicle Audio/Pictorial Equipment including DVDs, CDs and videos; and
- c** clothing.

### Territorial Limits

The United Kingdom, the Channel Islands, the Isle of Man or any member country of the European Union.

### Tools

Tools equipment and other moveable Plant, Machinery, Trade Fixtures and Fittings (including all other contents), in connection with the Business, all the property of the Insured or held by them in trust for which they are responsible.

### Vehicle Audio/Pictorial Equipment including DVDs, CDs and videos

Audio, pictorial and satellite navigation equipment designed to form a fixture within a Motor Vehicle including DVDs, CDs and videos.

### Vehicles in Transit

Customers' Vehicles and Insured's Vehicles, being transported by the Insured on a vehicle constructed for the purpose but designed to carry a maximum of two such vehicles at any one time.

### Limit of Liability

The liability of the Company under this Section in total for all claims or series of claims, arising out of any one original cause, at any one location and to any one load or combination of loads of Property In Transit, which shall not exceed the Sums Insured.

### Extensions

**In the event of Damage to Property In Transit by Method of Conveyance A for which the Company has admitted liability under this Section, the insurance provided by this Section extends to include:**

#### A Damage to Packing Materials

Damage to packing materials, pallets, protective sheeting, ropes, tarpaulins, chains and toggles, belonging to the Insured, while being carried on the vehicle, subject to a limit of £10,000 in total for all claims or series of claims, arising out of any one original cause;

#### B Transfer Costs

The additional costs necessarily incurred in transferring such Property to another vehicle and carrying to the original destination, consequent upon fire or overturning or collision of the conveying vehicle, subject to a limit of £10,000 in total for all claims or series of claims, arising out of any one original cause;

#### C Reloading Costs

The additional costs necessarily incurred in:

- a reloading such Property which has fallen from the conveying vehicle; or
- b resecuring such Property where there is a dangerous movement of the load,

subject to a limit of £10,000 in total for all claims or series of claims, arising out of any one original cause;

#### D Debris Removal Costs

The additional costs necessarily incurred in removing debris, consequent upon Damage to the Property In Transit, subject to a limit of £10,000 in total for all claims or series of claims, arising out of any one original cause;

### E Personal Effects

Damage to personal effects belonging to the driver and/or attendant, whilst carried in any vehicle which is conveying Property In Transit, up to an amount not exceeding £500 per person in total for all claims or series of claims, arising out of any one original cause; and

### F Substituted Vehicles

Damage to Property In Transit arising out of the use of any vehicle substituted by the Insured whilst their own vehicle is undergoing service or repair, up to an amount not exceeding the Sum Insured applicable to the vehicle undergoing service or repair in total for all claims or series of claims, arising out of any one original cause.

## Clauses

The following Clauses apply to this Section:

### 1 Reinstatement (Tools) Clause

In the event of tools used by the Insured in connection with the Business and insured by this Section being subject to Damage, the basis upon which the amount payable in respect of such property is to be calculated, shall be the cost of Reinstatement subject to the Provisions set out below:

"Reinstatement" means:

- A the replacement of property lost or destroyed; or
  - B the repair or restoration, of property damaged,
- in either case to a condition substantially the same as but not better or more extensive than its condition when new.

### Provisions

- 1 No payment beyond the amount which would have been payable had this Clause not been operative shall be made:
  - a unless the work of Reinstatement is commenced and carried out with reasonable despatch;
  - b until the cost of Reinstatement has been incurred; and
  - c unless any other insurance covering the Insured's interest in the property at the time of Damage is on the same basis of Reinstatement as this Policy,
 and if no such payment is made, then the rights and liabilities of the Company and the Insured, shall be those which would have applied had this Clause not been operative.

2 In the event of partial Damage to such property, the Company's liability for any loss shall not exceed the cost which would have been incurred had such property been totally destroyed.

**2 Average**

Each Sum Insured by this Section is similarly but separately subject to Average, as defined in the General Definitions.

**3 Reinstatement of Losses**

Unless written notice to the contrary is given by either the Company or the Insured, the Sums Insured (or any other stated limit of liability) under this Section shall not be reduced by the amount of any loss and the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the Expiry Date of the Period of Insurance (as stated in the Schedule).

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

**Conditions**

The following Conditions apply to this Section.

It is a condition precedent to the liability of the Company that:

1 in respect of Method of Conveyance A, that whenever the loaded vehicle is left unattended during The Periods set out below then the corresponding Security Measures stated below shall apply:

The Periods	Security Measures to Apply
a Between the hours of 6am and 9pm	
b Between the hours of 9pm and 6am	1 and 2

**Security Measure 1**

All Keys must be removed from the vehicle, all doors and similar openings be locked, all windows be tightly closed and any special locking devices, immobilisers or alarms fitted be in operation.

**Security Measure 2**

The vehicle must be housed in a locked building or in an open vehicle enclosure which is securely locked and/or guarded under constant surveillance.

2 the Insured shall keep their vehicles in a good state of repair and in efficient roadworthy condition.

3 in respect of Method of Conveyance B, the Insured shall obtain a receipt from the carrier for all Property sent and if requested by the Company, produce it in the event of any claim.

**Excess**

This Section does not cover and the Company shall not be liable for the amount of the Excess stated in the Schedule being the first part of each and every claim, in respect of Damage arising out of any one original cause at any one location and to any one load or combination of loads of Property In Transit.

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

**Exclusions**

**The Company shall not be liable under this Section for Damage to any Property In Transit arising out of or attributable to:**

- 1 wear and tear, deterioration, contamination, mildew, damp, rust, corrosion, insect or vermin;
- 2 inherent vice, latent defect, action of light or atmospheric or climatic conditions;
- 3 spillage, leakage, evaporation, loss of weight or shrinkage;
- 4 mechanical and/or electrical derangement or breakdown;
- 5 electrical or magnetic injury, disturbance or erasure, of electronic records; or
- 6 breakdown of refrigeration and/or insufficient insulation, unless caused by or directly traceable to fire, lightning or collision or overturning of the conveying vehicle;
- 7 defective or inadequate packing or insufficient addressing; or
- 8 delay, confiscation, requisition, embargo or nationalisation, by or by order of the government or any public authority;

**The Company also shall not be liable under this Section in respect of:**

- 9 explosives or other dangerous goods (the term "dangerous goods" means goods specified in the Special Classification of Dangerous Goods issued by the railway authorities or otherwise not accepted for rail transport on the grounds of their dangerous or hazardous nature);
- 10 money and other negotiable instruments of every description, securities, deeds, Bonds, bills of exchange, promissory notes, jewellery, precious stones and metals and articles made therefrom, bullion, furs and livestock;



- 11 Property carried by the Insured for hire or reward;
- 12 depreciation, loss of market or any other loss arising as an indirect consequence of the Damage.

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

- 13 loss insured by a fidelity guarantee insurance; or
- 14 any claim for which more specific insurance applies under Sections 8 or 9, of this Policy.

PROOF

# Section 12: Fidelity Guarantee

The Company will, subject to the Limit of Indemnity, indemnify the Insured in the event of theft of money or other property, the property of the Insured or held by them in trust for which they are responsible, arising solely and directly from any act of fraud or dishonesty, by any Employee.

Provided that such event:

- 1 occurs during the Period of Insurance;
- 2 is intended to make Improper Financial Gain for the Employee or for any other party or organisation;
- 3 arises during the uninterrupted employment of such Employee by the Insured;
- 4 is discovered within the period of 12 calendar months of such event; and
- 5 occurs in the United Kingdom, the Channel Islands or the Isle of Man.

## Definitions

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

### Employee

Notwithstanding the General Definition of Employee, for the purpose of this Section Employee shall mean:

Any person while working for the Insured in connection with the Business who is under a contract of service or apprenticeship with the Insured.

### Improper Financial Gain

Improper financial gain which shall not include the payment of or increase in salaries, bonuses, fees, promotions, rewards, pensions or other employee benefits.

### Specific Event

All thefts insured by this Section and committed by any one Employee or series of Employees working in collusion with each other.

## Conditions

The following Conditions apply to this Section:

It is a condition precedent to the liability of the Company that:

### 1 Auditors

The accounts of the Insured must be examined by external auditors at least every 12 months.

### 2 Cash Receipts

Employees receiving cash and cheques, in the course of their duties, must be required to remit to the Insured and/or bank in full all monies received, on the date of receipt or on the next banking day.

### 3 Reconciliation

Independently of Employees required by the Insured to administer bank statements, receipts, counterfoils and supporting documentation, all such items must be checked at least monthly against the cash book entries and the balance tested with cash and unrepresented cheques.

### 4 Cheque Signing

All manually prepared cheques drawn for more than £25,000 shall require two manually applied signatures, being that of the Insured and/or any Employee authorised by the Insured, to be added after the amount has been inserted and supporting documentation examined and signed by such parties.

In respect of computer or machine prepared cheques drawn for more than £25,000, at least one manually applied signature, being that of the Insured or an Employee authorised by the Insured, must be added after the cheque has been printed and supporting documentation examined and signed by such party.

The Insured's bank or building society must be advised of the above signatory requirements.

All signed documentation pertaining to any issued cheque must be retained by the Insured for inspection.

### 5 Cash and Petty Cash

Cash in hand and petty cash shall be checked independently of Employees responsible for such cash at least monthly and additionally without warning every six months.

### 6 Investment Control

Dual control will be exercised over all investments with investment documents designed to ensure that no one person can be authorised to complete a transaction from beginning to end.

The Insured must instruct their bank or building society and stockbrokers to this effect.

## 7 Computer Security

Security checks must be built into all computer functions with reconciliations made as necessary.

Responsibilities for authorisation of transactions, processing of transactions and handling of output must be exercised by different Employees.

## 8 Vetting of Employees

Written references from previous employers (or the school in respect of students or Employees who have not been employed since leaving school) must be obtained for the period of 2 years immediately preceding the Employee working for the Insured.

The reference must confirm the dates of employment (or schooling) and the honesty of the Employee.

The maximum period between periods of employment (and/or schooling) in an Employee's references should be 28 days. If any period is longer, every effort should be made to evidence what the Employee was doing during such period and establish that such period did not include dishonesty.

## 9 Annual Holiday

Every Employee responsible for money, goods accounting, operating computers or computer programming must be required to take an uninterrupted holiday of at least two weeks in each calendar year during which they perform no duties and are required to stay away from their place of work.

## 10 Termination of Employees

Immediately upon the termination of contract for any Employee, the Insured must take all reasonable action so as to prevent theft arising, including but not restricted to:

- a** the removal of any access Keys held by the Employee;
- b** the changing of any alarm or security codes, that the Employee would have had knowledge of; and
- c** the removal of the Employee from any computer system to which the Employee had access.

## 11 Police Notification

Upon the discovery of any event which may give rise to a claim under this Section, the Insured must notify the police authority immediately and assist in taking all practical steps to identify the Employee responsible and to trace and recover the money and/or property.

## 12 Cessation of cover

Upon discovery of theft by an Employee, all indemnity under this Section in relation to further theft by such Employee shall cease with immediate effect.

## 13 Withholding of Monies

Any monies owed by the Insured to an Employee found responsible for theft must be withheld and such sum will be deducted from any payment made by the Company.

## Basis of Settlement

In the event of theft of money or other property indemnified by this Section, the basis upon which the amount payable under such items is to be calculated shall be the value at the time of the event or, at the Company's option, the replacement or reinstatement of such property.

## Limit of Indemnity

In respect of a Specific Event, the liability of the Company shall not exceed the Limit of Indemnity stated in the Schedule.

Subject to the Company's indemnity under this Section in any one Period of Insurance not exceeding the Aggregate Limit of Indemnity stated in the Schedule.

## Auditors' Fees

Where there is a valid claim under this Section, the Company will also pay any reasonable costs for:

- a** auditors' fees incurred for the purpose of substantiating the amount of the claim; and
- b** the cost of rewriting or amending any computer software programs or security codes, so as to prevent recurrence of theft arising from use of computer hardware.

Provided that the Company's indemnity shall not exceed in total the Limit of Indemnity applicable had such costs not been payable.

## Excess

This Section does not cover and the Company shall not be liable for the amount of the Excess stated in the Schedule being the first part of each and every claim.

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

## Exclusions

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

- 1** loss attributable solely to any unexplained shortages;
- 2** loss caused by an Employee before the cover for such Employee incepted;
- 3** 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; or
- 4** any indirect loss arising as an indirect consequence of the event in respect of which indemnity is provided by this Section.

PROOF

# Section 13: Personal Accident

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.

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.

## Definitions

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

### Contingencies

- 1 Death (which shall not be presumed by the disappearance of the Insured Person)
- 2 Loss of Sight
- 3 Loss of Limbs
- 4 Loss of Hearing
- 5 Loss of Speech
- 6 Permanent Total Disablement
- 7 Temporary Total Disablement
- 8 Temporary Partial Disablement

### Injury

Accidental bodily injury caused solely and directly by violent external and visible means.

### Insured Person

The Insured or any partner of the Insured or director of the Insured or Employee.

### Accident Accumulation Limit

The maximum Benefit payable for all accepted claims in the aggregate, in respect of all Insured Persons arising from one originating event, as stated in the Schedule.

### Excess Period

The first period in respect of Contingency 7 and/or 8, for which no Benefit is payable as stated in the Schedule.

### Occupational Risks

While an Insured Person is carrying out occupational duties for the Insured in relation to the Business or travelling (in either direction) between the Insured Person's place of residence and the usual place that they undertake work for the Business.

### Loss of Sight

Total and irrecoverable loss of sight in one or both eyes.

### Loss of Limbs

Physical separation of one or more hands or feet or permanent or total loss of use of one or more hands or feet.

### Loss of Hearing

Permanent and total loss of the sense of hearing.

### Loss of Speech

Permanent and total loss of the power of speech.

### Permanent Total Disablement

A disablement which permanently and continuously disables the Insured Person totally and absolutely from attending to their usual occupation, not being disablement following Loss of Sight, Loss of Limbs, Loss of Hearing or Loss of Speech.

### Temporary Total Disablement

A temporary disablement which prevents the Insured Person from continuously attending to their usual occupation.

### Temporary Partial Disablement

A temporary disablement which prevents the Insured Person from engaging in or giving attention to a substantial part of their usual occupation.

### Medical Expenses

The cost of medical, surgical or other remedial attention, treatment or appliances, given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges.

## Extension

The insurance provided by this Sub-Section extends to include the following:

### 1 Medical Expenses

In addition to any compensation payable in respect of any of the Contingencies, the Company will pay Medical Expenses incurred by the Insured Person but not exceeding:

- i £25 per £1,000 of compensation in respect of Contingencies 1 to 6; or
- ii 20% of the weekly compensation in respect of Contingencies 7 and 8,

but not exceeding £1,000 per Insured Person per claim.

## Conditions

The following Conditions apply to this Section:

- 1 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.
- 2 Benefit under Contingency 6 is not payable before 104 weeks from the date of Injury.
- 3 Benefit under Contingencies 7 or 8 or any combination thereof:
  - a is payable for a maximum of 104 consecutive weeks following the Excess Period.
  - b 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.
- 4 Any payment made or adjusted in respect of weekly Benefit shall be deducted from any lump sum Benefit thereafter becoming payable under this Section.
- 5 Any payment will be subject to the Accident Accumulation Limit.
- 6 All certificates and information and evidence required by the Company shall be furnished at the expense of the Insured and shall be in such form and of such nature as the Company shall prescribe.
- 7 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 and, as often as may be required, submit to medical examination at the Company's expense.

- 8 In the event of death of an Insured Person, the Company shall be entitled to have a post-mortem examination at its own expense.

## Excess

Contingencies 7 and 8 are subject to the Excess Period.

## Exclusions

**The Company shall not be liable under this Section in respect of any Death or disablement of any Insured Person resulting from or contributed to by:**

- 1 intentional self-injury, suicide or attempted suicide, provoked assault, fighting (except in bona fide self-defence), or wilful exposure to needless peril (except in an attempt to save human life);
- 2 the influence of intoxicating liquor or drugs taken by the Insured Person (other than for drugs taken under medical supervision unless for the treatment of drug or alcohol addiction) or insanity (whether temporary or otherwise) or any sexually transmitted or communicable disease;
- 3 aviation other than as a fare-paying passenger in an aircraft operated by a regular commercial airline or in an aircraft of a recognised charter operator;
- 4 winter sports, mountaineering requiring the use of guides or ropes, sub-aquatic or subterranean pursuits or aeronautic sports;
- 5 riding or driving in or practising for any race, polo playing, steeple-chasing, hunting, or showjumping;
- 6 the Insured Person suffering from illness or disease not resulting from bodily injury or suffering from bodily injury due to any gradually operating cause; or
- 7 loss for which more specific insurance applies under Sub-Section 2 of Section 3, of this Policy.

# Section 14: Terrorism

The insurance by this Policy (other than in respect of Section 15: Road Risks of this Policy) is extended, subject to the Exclusions below, to include Damage to the property insured under this Policy and loss consequent on interruption to or interference with the Business as insured by this Policy, in the Territory caused by or resulting from an Act of Terrorism.

Provided that the liability of the Company shall not exceed in any one Period of Insurance:

- 1 in all the total Sum Insured; or
- 2 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.

Subject always to all the provisions of the insurance including any excess.

## Definitions

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

### Act of Terrorism

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

### Computer System

A computer or other equipment or component or system or item which processes stores transmits or receives Data.

### Covered Loss

All losses arising under any of the Heads of Cover as a result of damage to or the destruction of property in the Territory, the proximate cause of which is an Act of Terrorism.

### Damage

Loss, destruction or damage.

### Data

Data of any sort whatever, including without limitation tangible or intangible data and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

### Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

### Hacking

Unauthorised access to any Computer System, whether the property of the Insured or not.

### Head of Cover

Any of the following four types of insurance cover:

- a Buildings and completed structures
- b Other property (including contents, engineering, contractors and computers)
- c Business Interruption
- d Book Debts

Provided always that each Head of Cover shall be deemed to be a separate Head of Cover whether the item insured is insured under this or separate policies, under separate terms of a policy or under separate sections of combined or package policies.

### Nuclear Installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for:

- a the production or use of atomic energy;
- b the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or
- c the storage processing or disposal of nuclear fuel or bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

### Nuclear Reactor

Any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

### Phishing

Any access or attempted access to Data made by means of misrepresentation or deception.

### Private Individual

Any person other than:

- a a beneficiary, trustee or body of trustees where insurance is arranged in accordance with the terms of a trust;
- b a person who owns or is otherwise insured in respect of Residential Property for their business as a sole trader; or
- c a person who owns or is otherwise insured in respect of Residential Property of which in excess of 20% is commercially occupied.

Provided that if the property is a private dwelling house or a self-contained unit insured as part of a block of flats, is subject to a trust or executorship of a will and is occupied as a private residence by a beneficiary or a trustee of the trust in question or sole trader or by a beneficiary or an executor of the will in question or the property is located in premises owned by any such person the property insured shall be deemed to be insured in the name of a Private Individual.

This Definition of Private Individual shall include two or more persons where insurance is arranged in their several names and/or the name of the Insured includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the property insured.

### Residential Property

Private dwelling houses and flats (including household contents and personal effects as insured).

### Territory

England and Wales and Scotland but not the territorial sea adjacent thereto as defined by the Territorial Sea Act 1987.

### Terrorism Insurance

Insurance for Acts of Terrorism under the terms of this Section.

### Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not. This Definition of Virus or Similar Mechanism includes but is not limited to Trojan Horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

### Exclusions

**The insurance provided by this Section is not subject to any of the exclusions of this Policy, however, the Company shall not be liable under this Section for:**

- 1 any losses whatsoever occasioned by riot, 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;
- 2 any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
  - a Damage to or the destruction of any Computer System; or
  - b any alteration, modification, distortion, erasure or corruption of Data,

in each case whether the property of the Insured 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.

Provided that Covered Loss otherwise falling within this Exclusion will not be treated as excluded by this Exclusion solely to the extent that such Covered Loss:

- i results directly (or, solely as regards ii c below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System;



- ii comprises:
- a the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured by the Insured;
  - b the amount of business interruption loss suffered directly by the Insured by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of Property insured by that Insured or as a direct result of denial, prevention or hindrance of access to or use of the Property insured by that Insured by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured by that Insured to which access is affected; or
  - c the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by the Insured to avoid or diminish such loss; and
- iii is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or in part of any de jure or de facto government of any nation, country or state.

The meaning of "Property" for the purposes of this provision shall (additionally to those exclusions in this definition of "Property" below and anywhere else) exclude:

- a any money (including "Money" as defined or otherwise in any insurance policy), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable on non-negotiable instruments, financial securities or any financial instrument of any sort whatsoever; and
- b any Data.

Notwithstanding the exclusion of Data from the definition of "Property" in this provision, to the extent that damage to or destruction of Property within the meaning of sub-paragraph ii of this provision indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph i of this provision results directly or indirectly from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or business interruption loss directly

resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs i and ii of this provision from being recoverable under this Terrorism Insurance. In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Terrorism Insurance.

For the avoidance of doubt, the burden of proof shall be on the Insured to prove or establish all matters referred to in sub-paragraphs i to ii above.

- 3 Damage or consequential loss arising from such Damage to any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor, but this Exclusion shall not exclude loss arising from Damage to other types of property arising from an Act of Terrorism occurring at the site of a Nuclear Installation or Reactor; or
- 4 any Residential Property insured in the name of a Private Individual.

## Conditions

The following Conditions apply to this Section:

- 1 The Company will not indemnify the Insured unless and until:
  - a HM Treasury has certified that an event or events have been an Act of Terrorism; or
  - b a Tribunal constituted under the terms of Schedule 3 to a Retrocession Agreement between Pool Reinsurance Company Ltd and HM Treasury has determined that an event or events have been an Act of Terrorism.
- 2 Any conditions or terms which provide for adjustments of premium based on declarations on expiry of the Period of Insurance shall not apply to Terrorism Insurance.
- 3 Any long term agreement applying to this Policy shall not apply to Terrorism Insurance.

# Section 15: Road Risks

The Company will provide insurance for the cover referred to as operative in the Schedule and described under this Section in respect of any accident, injury, loss, destruction or damage, occurring in the Territorial Limits during any Period of Insurance but excluding any Insured Vehicle whilst in, or on:

- i any Premises owned or occupied by the Insured; or
- ii 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).

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

## Definitions

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

### Certificate of Motor Insurance

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

### Insured Vehicle

Any Motor Vehicle the property of the Insured or in the custody or control of the Insured which is used in connection with the Business, provided that such vehicle is not a goods carrying vehicle being used for hire or reward (use solely for breakdown purposes or use under a trade plate for the carriage of goods for demonstration purposes in accordance with the regulations applicable to trade licences is not deemed to be use for hire or reward).

An Insured Vehicle also includes any vehicle (mechanically propelled or otherwise) attached for the purpose of being towed.

An Insured Vehicle does not include a vehicle:

- 1 privately owned by any Employee or relative of the Insured or hired to them under a hire purchase agreement, except where the vehicle is in the custody or control of the Insured for sale, repair, testing, servicing, maintenance, cleaning or inspection; or
- 2 whilst out on loan, hire or unaccompanied demonstration (unless otherwise stated).

### Comprehensive

Cover provided under all Indemnities under this Section unless otherwise stated on the Schedule.

### Partial Comprehensive

Cover provided under all Indemnities under this Section unless otherwise stated on the Schedule but, under Indemnity 1: Accidental Damage, cover in respect of any Motor Vehicle (and its accessories whilst thereon) the property of the Insured, excludes the cost of labour or the hire of any equipment or plant in respect of any repair.

### TPF&T (Third Party Fire and Theft)

Cover provided under all Indemnities under this Section unless otherwise stated on the Schedule but, under Indemnity 1: Accidental Damage, cover is restricted to Damage caused by fire, explosion or theft.

### TPO (Third Party Only)

Cover provided under all Indemnities under this Section unless otherwise stated on the Schedule but, excluding Indemnity 1: Accidental Damage.

### Territorial Limits

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

### Excess

The first part of each and every claim, in respect of Damage arising out of any one original cause.

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

### Endorsed Excess

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

### Experienced Driver Excess

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

### Inexperienced Driver Excess

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

### Young Driver Excess

An Excess which is applicable to persons under 21 years of age.

## Indemnities

### 1 Accidental Damage

The Company will indemnify the Insured against Damage to an Insured Vehicle (other than in respect of Indemnity 8: Windscreen / Window Damage under this Section) and its accessories whilst thereon.

#### Excess under Indemnity 1: Accidental Damage

This Indemnity 1 does not cover and the Company shall not be liable for the amount of any Excess stated in the Schedule in respect of the following:

- a Experienced Driver Excess, Inexperienced Driver Excess or Young Driver Excess;
- b any voluntary Excess, which shall be added to and apply in addition to any Experienced Driver Excess, Inexperienced Driver Excess or Young Driver Excess; and
- c any Endorsed Excess, which shall apply in addition to any Experienced Driver Excess, Inexperienced Driver Excess, Young Driver Excess and voluntary Excess (unless otherwise stated therein).

#### Extensions to Indemnity 1: Accidental Damage

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

##### A Lock Replacement (Insured Vehicles)

The cost of replacing locks or lock mechanisms, and all Keys of any legitimate format necessary to maintain the security of Insured Vehicles following theft of such Keys by forcible and violent means, subject to the amount payable under this Extension not exceeding £50,000 in total for all claims or series of claims, arising out of any one original cause.

##### B New Vehicle Concession Insured Vehicles

If within one year of registration as new an Insured Vehicle insured for Damage under this Section is:

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

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

Provided that:

- i the Insured requests it;
- ii such a replacement is available; and
- iii the total payment will be limited to a maximum of £50,000 any one claim above the amount which would otherwise have been payable under this Section had this Extension not been incorporated.

### C Insured Vehicles Held for Sale

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

- a a declaration of such Damage to a prospective purchaser; and
  - b a discount to effect a sale,
- the Company will consider such discount as forming part of the claim.

Provided that:

- i the Company has agreed the level of discount necessary to effect the sale; and
- ii the total payment in respect of such discount will be limited to a maximum of £10,000 any one Insured Vehicle.

### D Loss of Use (Customers' Vehicles)

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

Provided that the maximum liability of the Company under this Extension shall not exceed £50,000 in total for all claims or series of claims, arising out of any one original cause.

The cover provided by this Extension is subject to cover not being provided under Extension AC Loss of Use (Customers' Vehicles) under Section 1: Material Damage of this Policy.

## E Vehicles with Sub-Contractors

Notwithstanding anything to the contrary under “Persons or classes of persons entitled to Drive” as specified in the Certificate of Motor Insurance, Indemnity 1 is extended in the event of an Insured Vehicle sustaining Damage whilst in the possession of a sub-contractor to the Insured, for the purpose of work being carried out on such vehicle on behalf of the Insured and there being no other existing insurance covering the same Damage. The Company shall not be liable under this Section for Damage to such vehicle whilst in or on the business premises of any sub-contractor.

## F Contract Price

In respect of any Insured Vehicle sold but not delivered, for which the Insured is responsible subject to a sale contract which, following Damage, is cancelled by reason of its conditions wholly or to the extent of the Damage, the Company’s liability will be based on the contract price subject to this not exceeding the Maximum Vehicle Limit stated in the Schedule for any one vehicle.

### Exclusions to Indemnity 1: Accidental Damage

The Company shall not be liable for:

- 1 **a** loss of use, loss of market value following repair, depreciation, deterioration, wear and tear, or
- b** mechanical, electrical, electronic or computer failures or breakdowns;
- 2 damage to tyres by punctures, cuts, bursts or by application of brakes;
- 3 loss of accessories of a motor cycle unless stolen with the motor cycle itself;
- 4 loss of an Insured Vehicle resulting from deception by a purported purchaser or their agent; or
- 5 loss of an Insured Vehicle when left unattended at any time unless the ignition Key is removed and all doors, windows and other openings have been closed and locked.

### Basis of Claim Settlement under Indemnity 1: Accidental Damage

The Company may, at its option, repair or replace an Insured Vehicle or accessories or make a settlement in cash not exceeding the replacement value at the time of the Damage, but the Company shall not in any case be liable to pay a greater sum than the Maximum Vehicle Limit stated in the Schedule in respect of any one Insured

Vehicle. If any damaged part or accessory is unobtainable, the basis of settlement shall be the manufacturer’s last list price.

The Insured may authorise repairs if the estimated cost does not exceed £1,000, provided that the Company is notified and a detailed estimate is supplied immediately.

If an Insured Vehicle is the subject of a hire purchase agreement, any settlement in cash may be made to the legal owner whose receipt will constitute a discharge.

The Company will pay the reasonable cost of removal of an Insured Vehicle to the nearest repairers after such Damage and of delivery of an Insured Vehicle to the Insured’s address when repairs have been completed.

## 2 Liability to Third Parties

### 1 Indemnity to the Insured

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

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

### 2 Indemnity to other persons

The Company will also cover in the terms of item 1 of Indemnity 2:

- a** any authorised driver as specified in the Certificate of Motor Insurance driving on the Insured’s order or with the Insured’s permission;
- b** the personal representatives in the event of the death of the person indemnified;
- c** any person using (but not driving) an Insured Vehicle with the permission of the Insured for social, domestic and pleasure or other purposes, provided such use is permitted by the terms of the Certificate of Motor Insurance;
- d** the owner of an Insured Vehicle; and

- e any passenger whilst travelling in or getting into or out of an Insured Vehicle.

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

### Extensions to Indemnity 2: Liability to Third Parties

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

#### A Cross Liabilities

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

#### B Indemnity for Trailers

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

#### C Indemnity for Driving Other Vehicles

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

Cover hereunder will not provide indemnity for use to secure the release of any motor vehicle which has been seized by or on behalf of any government or public authority which was not the property of the Insured or in the custody or control of the Insured at the time of seizure.

#### D Indemnity for Movement of Other Vehicles

The Company will also indemnify the Insured against legal liability to pay for death, bodily injury or loss, destruction or damage, (including loss, destruction or damage to the vehicle being moved) arising out of the movement of vehicles not belonging to the Insured or

in the custody or control of the Insured, with or without the owner's permission, by the Insured or any partner of the Insured or director of the Insured or Employee, for the purpose of:

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

#### E Court Attendance Costs

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

- a any director of the Insured or partner of the Insured £500
- b any Employee £250.

#### F Third Party Contingent Liability

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

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

### Exclusions to Indemnity 2: Liability to Third Parties

The Company shall not be liable:

- 1 in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified, except for any passenger who is being carried in or upon or entering or getting on to or alighting from the Insured Vehicle whilst such vehicle is on a Road, as described in the Road Traffic Acts. Such passenger

shall not be the driver or a person in charge of the Insured Vehicle for the purpose of driving;

- 2 for loss, destruction or damage to an Insured Vehicle or to any property belonging to or held in trust by or in the custody of the Insured or the person claiming to be indemnified or being conveyed by such vehicle;
- 3 in connection with the loading or unloading of an Insured Vehicle beyond the limits of the carriageway by any person other than the driver or attendant of that vehicle;
- 4 if there is any other insurance in force covering the same liability;
- 5 whilst the Insured Vehicle is within the precincts of an airport or aerodrome, to which aircraft have access or are housed;
- 6 in respect of death of or bodily injury to any person or loss, destruction or damage to property directly or indirectly caused by pollution or contamination, unless such pollution or contamination is directly caused by a sudden identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place. This Exclusion shall not apply in circumstances where this insurance is necessary to meet the requirements of any compulsory motor insurance legislation operative within the Territorial Limits; and
- 7 in respect of any accident, injury, loss, destruction or damage, of whatsoever nature or any costs or expense whatsoever directly or indirectly caused by or contributed to by or arising from Terrorism except so far as is necessary to meet the requirements of the Road Traffic Acts.

Terrorism shall mean an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes, or any action taken in controlling, preventing or suppressing or in any way relating to such act or acts.

### 3 Legal Costs

The Company will also pay any legal costs incurred with its written consent in respect of any event which is being dealt with as a claim under Indemnity 2: Liability to Third Parties. This includes the cost of representation at any

Coroner's Court or Fatal Accident Inquiry and of defending any proceedings arising from death or in a Court of Summary Jurisdiction.

If the Company elects to pay a limit of indemnity the costs payable under this Indemnity 3 shall be those incurred by the Company up to the date from which the Company notifies the Insured of such election.

### 4 Emergency Treatment

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

### 5 Foreign Use

The Territorial Limits stated under this Section are extended to include the following territories:

- any country which is a member of the European Union; and
- Jersey, Guernsey, Isle of Man and any country listed below which the Commission of the European Community approves as meeting the requirements of Article 8 of Directive 2009/103/EC on Motor Insurance for Third Party Liabilities,

and during transit by sea between any ports therein including loading or unloading.

Countries include:

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

### 6 Unauthorised use

The insurance provided by this Section will extend to indemnify the Insured in the event that any person, other than an authorised driver specified in the Certificate of Motor Insurance, uses the Insured Vehicle without authority, provided that the Insured has not been party to such unauthorised use.

## 7 Uninsured Loss Recovery

Claims under this Indemnity 7 are administered and managed by DAS Legal Expenses Insurance Company Limited on behalf of the Company.

The Company agrees to cover the Insured (or where specified, Insured Person) under this Indemnity 7 in respect of an Insured Incident, in connection with the Insured Vehicle.

Provided that:

- a Reasonable Prospects exist for the duration of the claim;
- b the Insured Incident happens during the Period of Insurance;
- c any legal proceedings will be dealt with by a court, or other body which DAS agree to, within the Territorial Limits;
- d the Insured Incident happens within the Territorial Limits; and
- e the most the Company will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

### After a Motor Accident

If the Insured Person is involved in an accident which was not the Insured Person's fault, DAS will help the Insured Person recover their Uninsured Losses from the person who caused the accident, either through the DAS Motor Claims Centre or by appointing a lawyer. Uninsured Losses could include the cost of repairing or replacing the Insured Vehicle, the Insured's motor insurance policy excess, compensation following injury or other out-of-pocket expenses.

If the accident was entirely the other person's fault and the Insured Vehicle cannot be driven, DAS can arrange to supply the Insured with a comparable replacement hire vehicle until the Insured Vehicle can be repaired. DAS will do so only if the Insured meets the hire company's terms and conditions of hire. For DAS to provide a replacement hire vehicle, the driver at fault must have valid motor insurance and be identified or traced. This service is available in England and Wales, on the mainland of Scotland and Northern Ireland and the Isle of Man, Jersey and Guernsey.

Where the driver at fault is uninsured or cannot be traced, DAS will assist the Insured in making a claim to the Motor Insurers' Bureau.

### How to Make a Claim

Phone DAS on 02920 857229 as soon as possible after your accident to speak to one of DAS' dedicated Customer Claims handlers. If the Insured Person is calling from outside of the UK, please phone DAS on +44 29 2085 4069

If the Insured Person wants to speak to DAS legal teams about a legal problem related to motoring, please phone DAS on 0345 878 5024. DAS will ask the Insured Person about the Insured Person's legal issue and if necessary call the Insured Person back to give the Insured legal advice.

Please do not ask for help from a lawyer or hire a vehicle before DAS have agreed. If the Insured Person does, the Company will not pay the costs involved even if DAS accept the claim.

### Definitions applicable to Indemnity 7: Uninsured Loss Recovery

**The General Definitions of this Policy and Definitions of this Section (except Territorial Limits) apply to this Indemnity and, in addition, the following Definitions apply only to this Indemnity:**

#### Appointed Representative

The Preferred Law Firm, law firm, or other suitably qualified person, DAS will appoint to act on an Insured Person's behalf.

#### Costs and Expenses

- a All reasonable and necessary costs chargeable by the Appointed Representative and agreed by DAS in accordance with the DAS Standard Terms of Appointment.
- b The costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them, or pays them with the Company's agreement.

#### DAS

DAS Legal Expenses Insurance Company.

#### DAS Standard Terms of Appointment

The terms and conditions (including the amount the Company will pay to an Appointed Representative) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as an Appointed Representative the amount is currently £100 per hour. This amount may vary from time to time.

### Date of Occurrence

The date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same originating cause, then the Date of Occurrence is the date of the first of these events.

### Insured Incident

As set out in sub-sections A and B under the heading "Insured Incidents" of this Indemnity 7.

### Insured Person

- a The Insured or any partner of the Insured or director of the Insured or Employee.
- b Any passenger or driver who is in or on the Insured Vehicle with the Insured's permission.

Provided that anyone claiming under this Indemnity must have the Insured's agreement to claim.

### Motor Claims Centre

This centre carries out recovery, hire and repair services and deals with the administration of the Insured Person's claim.

### Preferred Law Firm

A law firm or barristers' chambers DAS choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with an Insured Person's claim and must comply with DAS' agreed service standard levels, which DAS audit regularly. They are appointed according to the DAS Standard Terms of Appointment.

### Reasonable Prospects

The prospects that an Insured Person will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. DAS, or a Preferred Law Firm on DAS' behalf, will assess whether there are Reasonable Prospects.

### Territorial Limits

For Insured Incident A Uninsured Loss Recovery and Personal Injury:

- 1 Great Britain, Northern Ireland, the Channel Islands and the Isle of Man (or during transit by sea between any ports therein including loading or unloading): and.
- 2 The territories stated under Indemnity 5: Foreign Use of this Section, where such Indemnity is provided.

For Insured Incident B Replacement Vehicle Hire:

England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.

### Uninsured Losses

Losses which an Insured Person has incurred as a result of a road traffic accident which was not their fault, and which are not otherwise covered under this Section 15 Road Risks.

### Vehicle Hire Costs

The cost of hiring a comparable replacement vehicle for one continuous period DAS agree to. This cost includes motor insurance for the vehicle.

### Insured Incidents

#### A Uninsured Loss Recovery and Personal Injury

##### What is insured

The Company will pay an Appointed Representative, on behalf of an Insured Person, Costs and Expenses incurred to recover Uninsured Losses after an event which causes:

- a Damage to the Insured Vehicle or to property belonging to an Insured Person in or on the Insured Vehicle; and/or
- b the death of, or bodily injury to, an Insured Person whilst travelling in or on the Insured Vehicle.

Provided that:

- i the most the Company will pay in Costs and Expenses is no more than the amount the Company would have paid to a Preferred Law Firm. The amount the Company will pay a law firm (where acting as an Appointed Representative) is currently £100 per hour. This amount may vary from time to time.
- ii in respect of an appeal or the defence of an appeal, the Insured Person must tell DAS within the time limits allowed that they want to appeal. Before the Company pay the Costs and Expenses for appeals, DAS must agree that Reasonable Prospects exist.
- iii where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most the Company will pay in Costs and Expenses is the value of the likely award.



### What is not insured

- a In the event of a claim, if an Insured Person decides not to use the services of a Preferred Law Firm, they will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by the Company.
- b An event which causes the death of, or bodily injury to, any passenger (other than any partner of the Insured or director of the Insured or Employee) in an Insured Vehicle with more than 17 seats.

## B Replacement Vehicle Hire

### What is insured

DAS will make the arrangements for vehicle hire for the Insured within the Territorial Limits and the Company will pay the Vehicle Hire Costs following an accident involving the Insured Vehicle and another vehicle, as long as:

- i the Insured Vehicle cannot be driven; and
- ii the accident was entirely the other person's fault.

Provided that:

- i the Insured must agree to DAS trying to recover any Vehicle Hire Costs in the Insured's name, and any costs recovered must be paid to the Company.
- ii DAS will choose the vehicle hire company and the type of vehicle to be hired.
- iii DAS will decide how long a vehicle can be hired for.
- iv the Insured must tell DAS as soon as the Insured Vehicle becomes available for the Insured to drive again.
- v the Insured must meet the age and licensing rules of the vehicle hire company DAS choose and must follow any terms and conditions of hire.

### What is not insured

- a Vehicle Hire Costs if the Insured are claiming against a person who does not have valid motor insurance or cannot be identified or traced; or
- b Vehicle Hire Costs when the Insured make their own arrangements for vehicle hire after an Insured Incident.

## Exclusions applicable to Indemnity 7: Uninsured Loss Recovery

The Company shall not be liable for:

### 1 Late reported claims

Any claim reported to DAS more than 180 days after the date the Insured Person should have known about the Insured Incident.

### 2 Costs DAS have not agreed

Costs and Expenses or Vehicle Hire Costs incurred before DAS' acceptance of a claim. If DAS agree that Vehicle Hire Costs are to be paid but subsequently it is established that the accident resulting in the claim was not entirely the other person's fault, the Company will not pay any further Vehicle Hire Costs. However, DAS will not seek to recover any costs from the Insured that the Company has already paid provided the accident details the Insured supplied are true and complete.

### 3 Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders an Insured Person to pay.

### 4 Legal action DAS have not agreed

Any legal action an Insured Person takes which DAS or the Appointed Representative have not agreed to or where the Insured Person does anything that hinders DAS or the Appointed Representative.

### 5 Contractual disputes

Any claim relating to a contract involving the Insured Vehicle.

### 6 Uninsured drivers

The Insured Vehicle being used by anyone, with the Insured's permission who does not have valid motor insurance.

### 7 A dispute with DAS

A dispute with DAS not otherwise dealt with under Condition 8 of this Indemnity 7.

### 8 Judicial review

Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

## 9 Litigant in person

Any claim where an Insured Person is not represented by a law firm or barrister.

### Conditions applicable to Indemnity 7: Uninsured Loss Recovery

The following Conditions apply to this Indemnity 7.

#### 1 Insured Person's Representation

- a On receiving a claim, if representation is necessary, DAS will appoint a Preferred Law Firm as the Insured Person's Appointed Representative to deal with the Insured Person's claim. They will try to settle the Insured Person's claim by negotiation without having to go to court.
- b If the appointed Preferred Law Firm cannot negotiate settlement of the Insured Person's claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the Insured Person may choose a law firm to act as the Appointed Representative.
- c If the Insured Person chooses a law firm as the Insured Person's Appointed Representative who is not a Preferred Law Firm, DAS will give the Insured Person's choice of law firm the opportunity to act on the same terms as a Preferred Law Firm. However if they refuse to act on this basis, the most the Company will pay is the amount the Company would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount the Company will pay a law firm (where acting as the Appointed Representative) is currently £100 per hour. This amount may vary from time to time.
- d The Appointed Representative must co-operate with DAS at all times and must keep DAS up to date with the progress of the claim.

#### 2 Insured Person's Responsibilities

An Insured Person must:

- a co-operate fully with DAS and the Appointed Representative;
- b give the Appointed Representative any instructions that DAS ask the Insured Person to.

#### 3 Offers to settle a claim

- a An Insured Person must tell DAS if anyone offers to settle a claim and must not negotiate or agree to any settlement without DAS' written consent.
- b If an Insured Person does not accept a reasonable offer to settle a claim, the Company may refuse to pay further Costs and Expenses.
- c The Company may decide to pay an Insured Person the reasonable value of the claim that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an Insured Person must allow DAS to take over and pursue or settle a claim in their name. An Insured Person must allow DAS to pursue at DAS' own expense and for DAS' benefit, any claim for compensation against any other person and an Insured Person must give DAS all the information and help they need to do so.

#### 4 Assessing and recovering costs

- a An Insured Person must instruct the Appointed Representative to have Costs and Expenses taxed, assessed or audited if DAS ask for this.
- b An Insured Person must take every step to recover Costs and Expenses that the Company has to pay and must pay the Company any amounts that are recovered.

#### 5 Cancelling an Appointed Representatives appointment

If the Appointed Representative refuses to continue acting for an Insured Person with good reason or if an Insured Person dismisses the Appointed Representative without good reason, the cover the Company provides will end at once, unless DAS agree to appoint another Appointed Representative.

#### 6 Withdrawing cover

If an Insured Person settles a claim or withdraws their claim without DAS' agreement, or does not give suitable instructions to the Appointed Representative, the Company can withdraw cover and will be entitled to reclaim any Costs and Expenses the Company has paid.

## 7 Expert opinion

DAS may require the Insured Person to get, at the Insured Person's own expense, an opinion from an expert, that DAS consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by DAS and the cost agreed in writing between the Insured Person and DAS. Subject to this the Company will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the Insured Person will recover damages (or obtain any other legal remedy that DAS have agreed to) or make a successful defence.

## 8 Arbitration

If there is a disagreement between the Insured Person and DAS about the handling of a claim and it is not resolved through DAS' internal complaints procedure, the Insured Person can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).)

If the Insured Person's dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by the Insured Person and DAS. If there is a disagreement over the choice of arbitrator, DAS will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the Insured Person and the Company or may be paid by either the Insured Person or the Company.

## 9 Keeping to the policy terms

An Insured Person must:

- a take reasonable steps to avoid and prevent claims
- b take reasonable steps to avoid incurring unnecessary costs
- c send everything DAS ask for in writing; and
- d give DAS full and factual details of any claim as soon as possible and give DAS any information DAS need.

## 10 Other insurances

Notwithstanding Claims Condition 6 under this Policy, if any claim covered under this Indemnity 7 is also covered by another policy, or would have been covered if this Indemnity 7 did not exist, the Company will only pay the Company's share of the claim even if the other insurer refuses the claim.

## 11 Applicable Law

Notwithstanding General Condition 7 Choice of Law of this Policy, this Indemnity 7 is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the Insured Person's business is registered. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this Indemnity 7 includes equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

### How to Make a Complaint

DAS will always aim to give the Insured a high quality service. If the Insured thinks that DAS has let them down, the Insured can contact DAS by:

- phoning 0344 893 9013
- emailing [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)
- writing to the Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH
- completing our online complaint form at [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

Further details of DAS internal complaint-handling procedures are available on request.

If the Insured is not happy with the complaint outcome or if DAS have been unable to respond to the Insured's complaint within 8 weeks, the Insured can, provided the Insured are an eligible small business, charity or trust, ask the Financial Ombudsman Service for a free and independent review of Insureds complaint.

The Insured can contact them by:

- phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
- emailing [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- writing to The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Further information is available on their website:  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Using this service does not affect the Insured's right to take legal action.

The Financial Ombudsman's role is to assess DAS' handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If the Insured is unhappy with the service provided by an Appointed Representative the relevant complaint-handling procedure is available on request.

### Data Protection

DAS holds data in accordance with the current Data Protection Regulations and Legislation.

DAS Legal Expenses Insurance Company Limited (DAS) Group will use any personal information, including personal sensitive information as defined in the Data Protection Act 2018 that for the purpose of dealing with your claim. It will also be used, if required, for the purpose of administering and underwriting your policy, for giving advice and assistance, and to update DAS Group records.

For full information on how DAS will process your data please visit: [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement)

### DAS Regulatory Information

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited,  
 DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Registered in England and Wales, number 103274.  
 Website: [www.das.co.uk](http://www.das.co.uk)

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Financial Services Compensation Scheme

DAS are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if DAS cannot meet their obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, [www.fscs.org.uk](http://www.fscs.org.uk)

DAS Law Limited Head and Registered Office:

DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL

Registered in England and Wales, number 5417859.  
 Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

## 8 Windscreen / Window Damage

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

### Basis of Claim Settlement under Indemnity 8: Windscreen / Window Damage

The Company may, at its option, repair or replace the windscreen or window or make a settlement in cash, subject to there being no other loss, destruction or damage to the Insured Vehicle.

Provided that the liability of the Company under this Indemnity 8 in total for all claims or series of claims, arising out of any one original cause, shall in no case exceed the Windscreen Limit stated in the Schedule.

A payment under this Section shall not affect any entitlement to no claims discount.

### Excess under Indemnity 8: Windscreen / Window Damage

This Indemnity 8 does not cover and the Company shall not be liable for the amount of any Excess stated in the Schedule as Windscreen Excess but shall not be subject to any other Excess.

### Conditions applicable to this Section

It is a condition precedent to the liability of the Company that:

- 1 the Insured must take all reasonable precautions to:
  - a maintain an Insured Vehicle in an efficient and roadworthy condition; and
  - b safeguard it from loss or damage.
- 2 the Company shall have full access at all reasonable times to examine an Insured Vehicle.
- 3 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. Similarly, the Insured and/or the person who incurred the liability shall repay the Company any sum which it has paid solely because of any agreement with the Motor Insurer's Bureau. Such rights of recovery will be pursued against the Insured and/or the person who incurred the liability.
- 4 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 in Great Britain and Northern Ireland.
- 3 any accident, injury, loss, destruction or damage (except under Indemnity 2) arising in consequence of:
  - a an earthquake; or
  - b riot or civil commotion arising elsewhere than in Great Britain, the Channel Islands or the Isle of Man;
- 4 any accident, injury, loss, destruction or damage arising out of participation in, or practice for, motor sports determined by time or speed, or arising at any part of any premises where such motor sports or practice for them is taking place; or
- 5 any proceedings brought or judgment obtained against the Insured or any person covered by this Section in any court outside the United Kingdom, unless such proceedings are brought or judgment is obtained in the court of a foreign country arising out of the use of the Insured Vehicle in that foreign country, and the Company has agreed to extend cover under this Section to cover such foreign use.

### Exclusions applicable to this Section

The Section does not cover:

- 1 any accident, injury, loss, destruction or damage, whilst an Insured Vehicle is:
  - a being used other than in accordance with the "Limitations as to use" specified in the Certificate of Motor Insurance or is being driven by, or for the purpose of being driven is in the charge of, any person other than an authorised driver specified in the Certificate of Motor Insurance;
  - b being driven by the Insured unless the Insured holds a licence to drive such vehicle or has held and is not disqualified for holding or obtaining such a licence;
  - c being driven with the consent of the Insured or his representative by any person who, to their knowledge, does not hold a licence to drive such vehicle, unless such person has held and is not disqualified from holding or obtaining such a licence; or
  - d being driven in an unsafe or unroadworthy condition;
- 2 any legal liability incurred as a result of an agreement or contract, unless such liability would have attached in the absence of such agreement;

# Important Information

## The Insured's right to cancel

If this cover does not meet your requirements, please return all your documents to the broker, intermediary or agent, who arranged the Policy within 14 days of receipt.

The Company will return any premium paid in accordance with General Condition 5 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 5 Cancellation.

## Your Fixed Sum Credit Agreement

Your right to withdraw from your credit agreement If you have chosen to pay by instalments, you may withdraw from your credit agreement within 15 days of receiving it. If you would like to withdraw from your credit agreement, please call us on **0345 303 1760** or write to us at the address shown on your documents. If you withdraw from your Agreement you will need to arrange for payment of any outstanding policy premium.

You have the right to withdraw from the credit agreement at any time. If you wish to do so you should let us know. If you do this any outstanding balance of the policy premium must be settled in order for your insurance cover to continue under the policy.

## Other important information about your credit agreement

If you decide to cancel your policy, your credit agreement will automatically be withdrawn; any refunds will be paid pro rata unless there is a claim, when the full premium will be due. We may withdraw from your credit agreement if you fail to pay any instalment by the due date. For full details please see the terms of your Fixed Sum Credit Agreement.

It is possible that other taxes or costs not imposed by us may apply to this Agreement.

If you have a complaint about your credit agreement, read the 'How to complain' section.

English law applies to your Agreement and courts in England or Wales may deal with disputes in connection with this Agreement unless you live in Scotland where Scottish law will apply and Scottish courts may deal with disputes in connection with this Agreement.

We have supplied this agreement and other information to you in English and we will continue to communicate with you in English.

## How to make a claim

Unless otherwise stated in this Policy, please contact, in the first instance, the broker, intermediary or agent, who arranged the Policy. Please quote your Policy number.

## 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, quoting your policy number.

The Chief Executive,  
NIG  
Churchill Court Westmoreland Road Bromley BR1 1DP

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**.

## Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. 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**

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



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