



Policy booklet  
Motor Trade



# Introduction to Your Policy

Thank you for choosing to purchase an Insurance policy arranged by Markerstudy Insurance Services Limited.

This Policy Document is evidence of a legally binding contract of insurance between you (the Insured) and us (Markerstudy Insurance Services Limited on behalf of the authorised insurer, details of which can be found on your certificate of motor insurance). This contract is entered into on the basis that:

- you have taken all reasonable care to answer all questions asked honestly, accurately and to the best of your knowledge; and
- any other information given either verbally or in writing by you, or on your behalf at the time you applied for insurance is also complete; and
- the information supplied has been given honestly and to the best of your knowledge and belief.

The information that you have given to us is shown on your signed proposal form or statement of fact or statement of insurance but will also include further information given either verbally or in writing by you or on your behalf at the time you applied for insurance.

You must read this policy document, the Policy Schedule and the Certificate of Motor Insurance together. The Policy Schedule tells you which sections of the policy apply. Please check all three documents carefully to make certain they give you the cover you want.

We have arranged to insure you against liability, loss or damage that may occur within the geographical limits of the policy during any period of insurance for which you have paid, or agreed to pay the premium. The cover provided is subject to the terms, conditions and exceptions contained in this policy document or in any endorsement applying to this policy document.

Nobody other than you (the Insured), us (Markerstudy Insurance Services Limited) or the insurer has any rights that they can enforce under this contract except for those rights that they have under road traffic law in any country in which this insurance applies.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to you in the English language and we undertake to communicate in tis language for the duration of the policy.

A handwritten signature in black ink, appearing to read 'Gary Humphreys', with a large, sweeping oval flourish above the name.

Signed for and on behalf of the Insurers by:

Gary Humphreys

Group Underwriting Director

Markerstudy Insurance Services Limited

### Several Liabilities Notice

The obligations of the co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

Calls made to our claim notification lines 0800 072 2050 and 0800 587 0808 from all devices (including mobiles) are free.

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# Definitions

## Guidance notes

Motor and business insurance documents are quite complicated, so we have provided guidance notes to help you understand your cover. These notes are not part of the contract.

It is important that the information you give us is accurate, otherwise your insurance may not be valid.

You must read this insurance document together with your schedule, your certificate of motor insurance and any endorsements applied.

## Asbestos

Asbestos, asbestos fibres or anything containing asbestos.

## Business

Your business described in the schedule, conducted at or from business premises in the United Kingdom. This includes the repair and maintenance of your vehicles and the ownership, repair and maintenance of your property. It also includes any canteen, medical, social or sports activities or facilities for employees, charity events you host and fire fighting or first aid facilities you operate. It also includes any private work undertaken with your consent by an employee for any of your directors, officers, business partners or employees.

## Business premises

The business address (or addresses) shown in the schedule and any house, building, structure or land owned by or occupied by you or any partner, employee or named driver for maintaining, repairing, selling, displaying or storing any motor vehicle. Any private property the insured person or any named driver uses is not a business premises under this insurance.

## Certificate of motor insurance

The legal document which is evidence that you have the insurance needed by law. This document shows the insured vehicle, who may drive it and the purposes for which it may be used.

## Civil partner

As defined by the Civil Partnership Act 2004.

## Completed work

Work carried out by you (or on your behalf) away from your premises which is no longer under your or an employee's control.

## Consent/Authority/Authorised/Permission

Agreement granted by an appropriate person for an event to take place, when such agreement is given before the event takes place.



## Definitions (continued)

### **Customer vehicles**

Any vehicle that belongs to a customer whilst it is in your custody or control for motor trade purposes. Customer vehicles do not include any vehicle that is: –

- borrowed by;
- loaned to;
- hired by; or
- leased by

you, your spouse, any partner, director or employee or their respective spouses.

### **Damage**

Accidental loss of, or damage to, tangible property, nuisance, trespass, obstruction or interference with any right of way, light, air or water.

### **Defence costs**

All costs, fees and expenses incurred (with our prior consent) by you or anyone covered by this insurance in the defence or settlement of any claim under this insurance. This includes any costs arising out of your or their representation at any Coroner's Inquest or Fatal Accident Inquiry and costs arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may give rise to a claim which would be covered by this insurance.

### **Employee**

Any of the following whilst they are working on your behalf in connection with the business:

- a) an employee under a contract of service or apprenticeship with you,
- b) a labour master or any person supplied by him,
- c) a labour only sub-contractor,
- d) a self-employed person working for you and under your control,
- e) a person hired by you, borrowed by you or embedded in your business,
- f) a person undertaking study or work experience or on a youth training scheme with you,

Definitions continued on the next page.

## Definitions (continued)

g) a voluntary worker involved in your motorsport activities provided you have disclosed such activities and we have agreed to provide cover.

h) a working director where you are a limited company.

### **Endorsement**

A change in the terms of your insurance. An endorsement does not apply unless the number appears in your schedule.

### **Excess**

The amount you have to pay towards any valid claim under this insurance.

### **Financial loss**

Any loss not resulting from injury or damage.

### **Gradual contamination**

Pollution as defined below that is not the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the period of insurance.

### **Hand tools**

A portable hand-held tool directly driven by manual labour without an additional power source.

### **Injury**

Death, bodily injury, illness, disease, mental injury, mental anguish, shock, wrongful arrest or detention, wrongful accusation of shoplifting or false imprisonment.

### **Occurrence**

An accident, including continuous or repeated exposure to substantially the same general conditions, which results in injury or damage where such injury or damage is neither expected nor intended by you.

### **Panoramic roof**

A vehicle roof system manufactured as single or multiple glass, or equivalent, panel (s) designed to cover the passenger compartment or the majority of it.

### **Period of insurance**

The period of time shown in the schedule during which this insurance covers you.

### **Pollution**

Pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.

### **Product**

Any tangible property or vehicle after it has left your custody or control which has been altered (including having parts, components or accessories fitted), checked, designed,

## Definitions (continued)

### Guidance notes

The schedule should show details of you, your vehicle, your business and the cover you have asked for.

distributed, examined (in accordance with the Motor Vehicle (Tests) Regulations or the Motor Vehicle Testing Regulations (Northern Ireland)), hired out, installed, maintained, manufactured, refurbished, repaired, sold, serviced, specified, supplied or worked on by you or on your behalf in connection with the business including any completed work.

#### **Proposal**

Any information provided or declaration made by you or on your behalf to us in connection with this insurance by means of a formal proposal or otherwise.

#### **Radiation**

Ionising radiation or contamination by radioactivity from any nuclear assembly or nuclear component of it or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.

#### **Retail customer**

An individual who is acting for purposes which are outside his trade, business or profession.

#### **Retail market value**

The typical cost of replacing your vehicle (in its pre-incident state) with one of the same or similar make, model, year, mileage and condition sourced from a car dealer, car supermarket or similar business enterprise.

#### **Terrorism**

Any action which contravenes the Terrorism Act 2006.

#### **The schedule**

The insurance document listing your details and details of the Sections of this insurance document which apply to you.

#### **Turnover**

The amount of money taken by you for the activities of the business during the period of insurance excluding VAT and less payments you make to sub-contractors who are not employees.

#### **Trade market value**

The typical cost of replacing your vehicle (in its pre-incident state) with one of the same or similar make, model, year, mileage and condition within the motor trade at a price that allows for future resale at a profit, regardless of whether that is your intention. We use Glass's Guide to set the trade value of the vehicle.

Definitions continued on the next page.

## Definitions (continued)

### Guidance notes

Any word or expression defined here has the same meaning wherever it appears in the insurance.

#### **Unattended**

When you or any other person is not sitting in your vehicle. In this context, the other person must be in the vehicle for reasons entirely unconnected with your trade or profession.

#### **United Kingdom**

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

#### **Voluntary work**

Unpaid work for a registered charity or similar organisation.

#### **War**

War, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.

#### **We,us,our**

Markerstudy Insurance Services Limited for and on behalf of the insurance company as specified in the certificate of insurance.

#### **Work materials**

All materials brought to a site away from your premises for incorporation into work to be done by you (or on your behalf) and any plant, tools, equipment, temporary works, and temporary buildings, brought onto or adjacent to the site to be used for the work.

#### **You, your**

The insured person, company, business partnership or firm named in the certificate of motor insurance and the schedule.

#### **Your vehicle**

Any motor vehicle (including a trailer while attached to the vehicle), which is:

- a) the property of you or your spouse; or,
- b) in your custody or control for motor trade purposes.

It must not be:

- 1 a steam-driven vehicle;
- 2 a track-laying vehicle;
- 3 any vehicle used for hire, reward or teaching someone to drive (using the vehicle only for breakdown purposes or under a trade plate to transport goods for demonstrating purposes in line with the regulations that apply to trade licences is not classed as hire or reward);
- 4 a vehicle transporter, with or without a trailer, that can carry more than two vehicles; or
- 5 any vehicle carried on a transporter or trailer.

## Section A

### Guidance notes

Your own schedule will show which parts of this Section apply to your vehicle as long as you have paid the premium.

Please check that this is the cover you asked for and tell your insurance adviser if you have any questions.

It is important to read your certificate of motor insurance to see how you may use your vehicle. We do not cover certain uses.

## Road Risks

### Cover

The cover you have chosen is shown in your schedule. We have divided your cover into different Subsections.

#### 1 Comprehensive

If you choose comprehensive cover, all of the Subsections of this Section of the document apply.

#### 2 Third party fire and theft

If you choose third party fire and theft, Subsections 1, 2, 3, 5, 7, 8 and 9 only apply.

#### 3 Third party only

If you choose third party only, Subsections 1, 2, 3, 7, 8 and 9 only apply.

**The general conditions and general exceptions apply to all Sections of the insurance.**

### Use

Your vehicle will only be covered if you are using it in the way agreed on your certificate of motor insurance, or any endorsements. Use in connection with voluntary work by any authorised driver is permitted by this insurance. Cover is not provided for your vehicle being used on derestricted toll roads. Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended (including the Nurburgring).

Section A continued on the next page.

## Subsection 1

### Guidance notes

This Subsection explains the cover available if other people claim against you, for injury to them or damage to their property by your vehicle.

Under all insurance contracts some situations are not covered. Please read this Subsection carefully to make sure you understand what cover is not included in your own insurance.

These exceptions are specific to Subsection 1, but please see also 'Exceptions to all Subsections of Section A' and 'General exceptions' as these also apply.

Always check that other drivers have valid licences.

## Liability to others

### What we cover

#### Liability to others

We will cover any payment that legally has to be made by you for:

- Death or injury to another person; or
- Damage to other people's property;

as a result of an accident arising from your vehicle being used. This will include accidents while loading or unloading your vehicle. We will not pay more than £1,200,000 for damage to other people's property arising from any one claim or series of claims arising out of one cause.

#### Other drivers using your vehicle

- We will provide cover under this Section to any other person using your vehicle with your permission, as long as we have agreed this on your certificate of motor insurance. We will also give this cover to any passenger in your vehicle.
- We will also pay defence costs.

#### Indemnity to principals

If your vehicle is being used for voluntary work or business use by you or any authorised driver, the terms in which we insure you under this section (liability to others) are extended to include any liability attached to a principal by virtue of any contract that you may be under with that principal, as a result of the use of your vehicle.

#### Legal personal representatives

- If anyone covered by this insurance dies, we will deal with any claim made against their estate or Personal Representatives as long as the claim is covered by this insurance.

### Exceptions to Subsection 1

#### What we do not cover

- a Anyone who is not driving, but who makes a claim, if they knew the driver did not hold a valid driving licence.
- b Anyone who is covered by other insurance.
- c The death of or injury to the driver.
- d Damage, loss of use or any other loss to:
  - any vehicle which is covered under this insurance;
  - any trailer, caravan or vehicle towed by or attached to your vehicle;

## Subsection 1

## Liability to others (continued)

### Guidance notes

We do not have to settle claims under this Section if anybody claiming can claim for the same loss on another insurance.

Please see page 25 for Exceptions to all Subsections of Section A.

- any property being transported by, or loaded onto or unloaded from, your vehicle;
  - any property being transported by, or loaded onto or unloaded from, any trailer or broken-down vehicle attached to or being towed by your vehicle; or
  - any other property you or anyone else driving the vehicle owns or is looking after.
- e Death or injury to other people or damage to their property caused by or arising outside the limits of any carriageway or thoroughfare (road) in connection with loading or unloading your vehicle:
- by anyone other than the driver or person in charge of your vehicle; or
  - if this loading or unloading involves using any hoist, lift, crane or similar equipment
- f Death or injury to any employee during the course of their employment, apart from the cover we must provide under the Road Traffic Acts or any other laws which apply to motor insurance.
- g Any vehicle in or on the business premises, or within a one kilometre radius of the business premises, apart from the cover we must provide under the Road Traffic Acts or any other laws which apply to motor insurance.
- h We shall not pay any claims in relation to indemnity to principals (mentioned above):
- if we do not have full control over the conduct of any claim that occurs;
  - for death or injury to any person who is undertaking voluntary work except for the cover we must provide under the Road Traffic Acts or any other legislation applicable to motor insurance;
  - for any liability which attaches to the principal by virtue of an agreement which would not have attached in the absence of such agreement;
  - for any liability resulting from the negligence of any person other than you, or the equivalent of your business partner, director or employee within the voluntary working sector; or
  - where the principal is entitled to indemnity under any other insurance.

Section A continued on the next page.

## Subsection 2

## Legal costs

### Guidance notes

Under this Subsection we will provide a solicitor to represent you if a 'manslaughter' (including corporate manslaughter) or 'causing death by dangerous or careless/inconsiderate driving' charge is brought against you after an accident.

There are limits to the cover we provide.

### What we cover

We may provide a legal representative to advise and represent anyone covered under Subsection 1, if proceedings are taken out against that person for manslaughter (including any costs arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007) or causing death by dangerous or careless/inconsiderate driving.

### What we do not cover

- a Costs covered by another insurance policy.
- b Proceedings where the driver is under 21 at the time of the accident.
- c Proceedings where the driver is under the influence of alcohol or any drug at the time of the accident.
- d Any costs arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 in relation to any voluntary work mentioned in Section 1.
- e Any fines or penalties imposed as a consequence of a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 or any prosecution costs.

Our cover under this section is limited to £5,000 in any one year of insurance (except for costs arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 which are limited to £5 million in any one year of insurance unless stated otherwise).

We can settle claims (except those arising from you being prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007 where the limit is £5 million unless stated otherwise) by paying you £5,000 less the costs that have already been paid.



## Subsection 3

# Towing

### Guidance notes

This subsection allows you to tow a trailer, broken-down vehicle or caravan.

The trailer, broken-down vehicle or caravan is only insured when it is attached to your vehicle.

These exceptions are specific to Subsection 3, but please see also 'Exceptions to all Subsections of Section A' and 'General exceptions' as these also apply.

### What we cover

We will extend Subsection 1 of Section A of your insurance to provide cover while a trailer, caravan or broken-down vehicle (as allowed by law) which must be attached securely to your vehicle in line with the manufacturers recommendations is being towed by or is attached to your vehicle.

We will extend Subsections 4 and 5 of Section A of your insurance to provide cover for loss or damage to a trailer during the course of a journey when it is being towed. The trailer must be your property.

The most we will pay under this Subsection to repair or replace your trailer, is:

- the trade market value of your trailer immediately before the loss or accident (including spare parts and accessories); or
- a monetary value of £3,000 whichever is less.

### Exceptions to Subsection 3

#### What we do not cover

- a Damage or loss to the towed trailer, caravan or broken down vehicle.
- b Damage or loss of any property being carried in or on the trailer or broken down vehicle.
- c Towing more trailers than the number allowed by law.
- d Towing more than one broken down vehicle or caravan.
- e Any damage or liability incurred in respect of trailers unattached at the time of damage or loss (except where they have become temporarily unattached during the course of the journey).
- f We will not make any payment in relation to the death or injury to any person travelling in a vehicle you are towing unless that vehicle is being towed because it has broken down, other than where we are required to under the Road Traffic Acts or any other legislation applicable to motor insurance.
- g We will not make any payment in relation to the death or injury to any person travelling in or on a trailer or caravan you are towing other than where we are required to under the Road Traffic Acts or any other legislation applicable to motor insurance.
- h Loss or damage or liability which is the responsibility of the person driving or steering any vehicle being towed by your vehicle or being towed by a vehicle being driven by you.

Section A continued on the next page.

## Subsection 4

### Guidance notes

Subsection 4 only applies to comprehensive insurance and covers damage to your vehicle.

Please see page 19 for Exceptions to Subsection 4.

## Damage to your vehicle

### What we cover

This Subsection only applies to your vehicle.

We will cover you under this Subsection for damage to your vehicle (less any excess which applies). We will also provide cover for damage to your vehicle's spare parts and fitted accessories supplied by the manufacturer. You must keep the spare parts and accessories with your vehicle and their value must be within the maximum amount we pay.

We will not pay under this Subsection for damage more specifically covered under Subsection 5 of Section A of this insurance.

We will either at our option:

- repair or replace your vehicle; or
- pay you an amount of cash.

### The most we will pay

The most we will pay under this Subsection is:

- the trade market value of your vehicle immediately before the loss or accident (including spare parts and accessories);
- the indemnity limit shown in the schedule under 'own vehicle indemnity limit', 'motorcycle indemnity limit', 'premises indemnity limit', or 'customer vehicle indemnity limit', as appropriate;
- the retail market value of your customer's vehicle immediately before the loss or accident (including spare parts and accessories) when your customer has no involvement in the motor trade;
- the trade market value of your customer's vehicle immediately before the loss or accident (including spare parts and accessories) when your customer has any involvement in the motor trade,

whichever is less.

To prevent fraud, details of a valid policy of insurance for the customer vehicle must be provided. Before any claim payment is made, the insurers of the customer vehicle will be required to confirm that they will not meet any claim for the same loss or damage. If they cover the same loss, damage or liability as our insurance, we will only pay any amount above that provided by the other insurance. This condition does not make us liable for any amount we would not otherwise have paid under any section of this insurance.

## Subsection 5

### Guidance notes

Under this Subsection we will provide cover when your vehicle is stolen, damaged by thieves or damaged by fire. You will need to pay the excess shown on your schedule.

If your vehicle is stolen, we will assume that it was in average condition for its age unless you give us other evidence.

You should make every effort to protect your vehicle from theft. Please make sure you keep your keys safe when you are not using your vehicle.

## Loss or damage to your vehicle by fire or theft

### What we cover

This Subsection only applies to your vehicle.

We will cover you under this Subsection if the loss or damage to your vehicle is caused by fire, theft or attempted theft (less any excess which applies).

We will also provide the same cover for loss or damage to your vehicle's spare parts and fitted accessories supplied by the manufacturer. You must keep the spare parts and accessories with your vehicle and their value must be within the maximum amount we pay.

We will either at our option:

- repair or replace your vehicle; or
- pay you an amount of cash.

### Theft of keys

If the keys or key fob for your vehicle are stolen, we will pay the cost of replacing:

- the keys or key fob;
- the door locks or boot lock (or both); or
- the ignition and steering lock.

We will also pay the cost of re-coding or, if necessary, replacing any alarm system your vehicle has. The most we will pay as a result of theft of keys or key fob is £500 for any one incident.

### The most we will pay

The most we will pay under this Subsection is:

- the trade market value of your vehicle immediately before the loss or accident (including spare parts and accessories);
- the indemnity limit shown in the schedule under 'own vehicle indemnity limit', 'motorcycle indemnity limit', 'premises indemnity limit', or 'customer vehicle indemnity limit', as appropriate;
- the retail market value of your customer's vehicle immediately before the loss or accident (including spare parts and accessories) when your customer has no involvement in the motor trade;
- the trade market value of your customer's vehicle immediately before the loss or accident (including spare parts and accessories) when your customer has any involvement in the motor trade,

whichever is less.

Section A continued on the next page.

## Subsection 5

### Guidance notes

Please see page 19 for  
Exceptions to Subsection 5.

## Loss or damage to your vehicle by fire or theft (continued)

To prevent fraud, details of a valid policy of insurance for the customer vehicle must be provided. Before any claim payment is made, the insurers of the customer vehicle will be required to confirm that they will not meet any claim for the same loss or damage. If they cover the same loss, damage or liability as our insurance, we will only pay any amount above that provided by the other insurance. This condition does not make us liable for any amount we would not otherwise have paid under any section of this insurance.

## Exceptions to Subsections 4 and 5

### Guidance notes

Under all contracts some situations are not covered. Please read this Subsection carefully to make sure you understand what cover is not included in your own insurance.

You are not covered for hiring a replacement vehicle.

You must follow the manufacturer's instructions to avoid liquid freezing in the cooling system of your vehicle.

We will not pay for any repairs or replacements which leave your vehicle in a better condition than it was before the incident. If this happens, you will have to pay something towards the cost.

If you leave your vehicle, it will not be covered if you have not removed the ignition key, closed the windows and locked all the doors. This even applies for short periods, such as in a petrol station.

For cover to apply under this insurance if you lend your vehicle to anyone else, you must make sure that you include them as a driver on your certificate of motor insurance.

### What Subsections 4 and 5 do not cover

- a An amount of money to compensate you for not being able to use your vehicle and any other expenses you have to pay because of this.
- b Loss of value or wear and tear.
- c Any reduction in the value of your vehicle, including loss of value following damage whether the vehicle was repaired or not.
- d Damage to tyres caused by braking, punctures, cuts or bursts.
- e Damage caused by frost unless you took reasonable precautions.
- f The cost of repairing or replacing parts of the vehicle which improve your vehicle beyond its condition before the loss or damage happened.
- g The cost of repairing or renewing areas which were not damaged in the incident for which you are claiming.
- h The loss of, or damage to, your vehicle resulting from fraud, deception or attempted fraud or deception or by the using of a counterfeit or other form of payment which a bank or building society will not authorise.
- i The amount of any excess shown in your schedule and in Subsection 6 of this Section.
- j Loss or damage arising from the malicious act of any employee or partner or member of your family.
- k Loss of or damage to trailers that are not your property. Trailers that are your property are limited to the vehicle indemnity limit on your schedule or £3,000 whichever is the lesser under Subsections 4 and 5.
- l Mechanical, electrical, electronic computer or computer-software breakdowns, failures, faults or breakages.
- m Damage to or loss of your vehicle or its accessories if the vehicle is left unattended, unless all ignition keys are removed from your vehicle and all doors, windows and other openings are closed and locked so that your vehicle is fully secured. This applies even for short periods such as in a petrol station.
- n Personal belongings, trade goods, samples, money, stamps or documents.
- o Loss or damage resulting from your vehicle being repossessed by or returned to its rightful owner.

Section A continued on the next page.

## Exceptions to Subsections 4 and 5 (continued)

- p Loss or damage when your vehicle is left unattended if the last person in charge of your vehicle before the loss or damage happened is not shown on your certificate of motor insurance as allowed to drive.
- q Loss or damage to any permanently fitted radios, cassette players, compact disc players, CB radios, telecommunication equipment, satellite navigation systems, gaming consoles, DVD or video equipment.
- r Any vehicle in or on the business premises, or on a road at or within a one kilometre radius of the business premises, unless the vehicle is being driven when the incident happens.
- s Loss of or damage to any motorcycle, quad bike, trike or any three-wheeled vehicle.
- t Loss or damage caused by an inappropriate type or grade of fuel being used.
- u Any loss or damage to a caravan, horsebox, trailer-tent, boat or glider trailer, catering or advertising trailer, spectacle lift or any trailer that cannot be towed with a standard ball towing hitch.
- v Cover under Subsection 5 will not apply to any acceptable trailer unless your vehicle being used to tow it is taken or damaged at the same time.
- w Damage caused by faulty workmanship or by work being carried out on the vehicle by you or any person acting on your behalf.
- x Loss or damage caused by chewing, scratching, tearing or fouling by domestic pets, or caused by vermin, insects, mildew or fungus.
- y Loss or damage to more than two vehicles, if they are stolen from or damaged at your residential address in the same incident, unless:
  - you have extended your policy by buying additional Premises Cover for the address concerned; or
  - the total cost of the claim is less than £50,000 or three times the Limit of Indemnity as shown in your schedule whichever is less.

## Subsection 6

### Guidance notes

If your insurance allows certain drivers under 25 to drive your vehicle, or people who are inexperienced or hold a non-UK licence, you will have to pay the amount shown towards the cost of repair or towards a total loss payment. This applies whoever is at fault.

Any other excesses shown on your schedule will apply as well.

## Excesses for young or inexperienced drivers

If your vehicle is damaged while a young or inexperienced person (including you) is driving, or is in charge of the vehicle, you will have to pay the first part of the cost as shown below.

This is in addition to any other excesses that you may have to pay.

Drivers	Amount of excess
Under 21	£1000
Aged 21 to 23	£1000
Aged 24 or over but not holding a full driving licence issued in the United Kingdom	£500
Aged 24 or over holding a full driving licence issued in the United Kingdom, but having held it for less than a year	£250

These amounts do not apply to fire, theft or attempted theft claims.

## Subsection 7

### Guidance notes

Unless you tell us beforehand about any planned trip abroad, the cover shown in your schedule will only apply in the United Kingdom.

## Geographical limits

Except where extended by Subsection 8 – Foreign travel, this insurance only applies in England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands. Cover also applies while your vehicle is being loaded or unloaded or is being transported between these places by a recognised air, sea or motor-rail route.

Section A continued on the next page.

## Subsection 8

# Foreign travel

### Guidance notes

If we do not agree to extend your cover beforehand, you will only have the minimum cover needed by law in the countries listed. If you take your vehicle to any other country without our agreement, there will be no cover under this insurance.

If you tell your insurance adviser the details of your journey beforehand and we agree to extend your insurance, the full cover shown on your schedule will apply.

In Spain you need special cover, known as a bail bond.

This bail bond is usually enough to prevent your vehicle being impounded in Spain after an accident.

We have explained your Spanish bail bond cover in Spanish in case you need to show it to the authorities there.

### European Union compulsory insurance

This insurance provides the minimum cover you need to meet the laws relating to compulsory motor insurance while your vehicle is in:-

- any country which is a member of the European Union;
- Andorra, Iceland, Liechtenstein, Norway, Serbia or Switzerland; or
- any other country which agrees to meet European Union directives on motor insurance and which the Commission of the European Union is satisfied has made arrangements to meet the requirements of these directives.

### Full insurance outside the geographical limits

If we agree beforehand and you pay any extra premium we need, we will extend this insurance to provide the cover shown in your schedule while your vehicle is being temporarily used in other countries that are not included within the geographical limits (as defined in Subsection 7 of this Section).

We will only agree to extend cover to countries which are covered by the international Green Card system.

We will also insure you while your vehicle is being loaded or unloaded or is being transported to or from the countries in which we agree to insure you. This transport must be by a recognised air, sea or motor-rail route or by using the Channel Tunnel fixed link, and must take less than 65 hours.

If we agree to extend the geographical limits of this insurance, the amounts of excess mentioned elsewhere in this insurance and in your schedule will apply to any claim you make under this extended cover.

### Extra cover while abroad

We will also cover any foreign customs duty you have to pay as a direct result of the loss of, or damage to, your vehicle as long as we have extended the loss or damage cover under Subsection 4 or 5 to apply abroad.

### Spanish bail bond

Our representatives (in Spain) can act to release your vehicle, or you, if you or it are held after an accident.

Our representatives can pay up to £1,000 to do this.

If they pay any money under this bond, you will have to refund the amount to us.

Autorizamos a la Oficina de Aseguradores de Automóviles de Madrid o sus representantes designados a actuar en nombre de nuestro Asegurado para obtener la liberación del vehículo y/o



## Subsection 8

## Foreign travel (continued)

del Asegurado y/o de la persona autorizada para conducir el mismo de detención oficial como consecuencia de un accidente.

A tal efecto, la Oficina de Aseguradores de Automóviles de Madrid o sus representantes designados queda autorizada por el presente para establecer garantías o depósitos hasta £1000 o 1500 euros en concepto de fianza penal. (La finalidad de esta garantía no es aplicable en casos de multas.)

## Subsection 9

## No-claim bonus

### Guidance notes

We will give you a discount on the motor insurance element of your premium each year if you do not make a claim.

If you make a claim and we cannot recover the amount we pay, we will reduce the bonus even if the incident was not your fault.

If you make two or more motor claims in one insurance year, you will lose all your bonus.

If nobody makes a claim under Section A of your insurance during the insurance period, we will give you a discount on Section A when you renew your insurance. The discount you will receive will depend on the no-claim bonus scale we are using when you renew your insurance.

If you make a claim under Section A in any insurance period, we will reduce the discount you receive.

If two or more claims are made under Section A in any one period of insurance, you will lose all your no-claim bonus.

You cannot transfer your no-claim bonus to someone else.

Section A continued on the next page.

## Subsection 10

### Guidance notes

Please contact Glassline's 24-hour helpline on 0800 587 0808. They will arrange for the repair or replacement.

Glassline will ask you for your certificate of motor insurance. If you show them this, you will only have to pay the excess and VAT if you are registered for VAT. You do not need to do anything else. Glassline will send the account direct to us.

There is an excess on all glass claims – unless the glass is repaired though Glassline.

You can claim for damage to panoramic roofs under Subsection 4 or 5 provided these sections apply to your policy. Any payment is subject to the policy excess and loss of no claims bonus.

## Repairing and replacing glass

### What we cover

If you have paid an additional premium to extend your insurance, we will provide cover for damage to glass in your vehicle's windscreen, windows or sunroof(s).

- If Glassline arrange to replace the glass, you will have cover up to the limits shown on your schedule and you will have to pay the first £100 of any claim.
- Unless Glassline arrange to replace the glass, you will only be covered for half of the limit shown on your schedule and you will have to pay the first £250 of any claim.
- If the damaged glass is repaired, instead of replaced, you will not have to pay the excess, as long as Glassline arrange the repair.
- If the damaged glass is repaired, instead of replaced, but not through Glassline you will have to pay the first £100.
- As long as there is no other damage, we will pay you under this Section and it will not affect your no-claim bonus.
- Any other excess we mention in this document will not apply to glass claim(s).

The level of cover you select will be an aggregated limit for your period of insurance. If you exceed your limit of cover during your year of insurance you will be responsible for any amount in excess of your chosen limit.

### What we do not cover

Damage to panoramic roofs.

# Exceptions to all Subsections of Section A

## Guidance notes

These exceptions apply to the whole of Section A Road Risks but please see the exceptions specific to the various Subsections and the 'General exceptions' of this insurance as these also apply.

- 1 The driver of your vehicle must be covered on your certificate.
- 2 The driver must not be disqualified from driving.
- 3 Whoever is driving must keep to the conditions of their driving licence.
- 4 Full insurance only applies in the United Kingdom unless you have told us and we have agreed to cover your travel abroad beforehand.
- 5 There is no cover under this insurance within restricted areas of airports.
- 6 Your vehicle must be safe to drive.
- 7 Your vehicle must not be overloaded.
- 8 If you are carrying a load, it must be safe.
- 9 If you are towing a trailer with a load, the trailer and load must be safe.
- 10 You can only use your vehicle for the purposes shown on the certificate.
- 11 You must not hire out your vehicle to anyone else.
- 12 There is no cover if you tow more trailers than the law allows.

Please see page 44 for General exceptions.

## Section A of your insurance does not cover the following

- A Any liability to others, or loss of or damage to any vehicle covered by this insurance when the vehicle is:
- 1 driven by or in the charge of anyone who is driving without your permission or is not included as a driver in the certificate of motor insurance or who is excluded by an endorsement;
  - 2 in the charge of anyone who is disqualified from driving, or who has not held, or who, by law, is prevented from holding or getting a driving licence;
  - 3 being driven by any person who holds a driving licence but is not complying with any terms or conditions that may apply to that licence;
  - 4 being used outside the United Kingdom, unless it is allowed by Subsection 8;
  - 5 used in restricted areas of airports or airfields (we will not pay any claim involving aircraft within the boundary of the airport or airfield);
  - 6 being driven in an unsafe, unroadworthy or damaged condition or does not have a valid MOT certificate when needed;
  - 7 being driven with a load or number of passengers which is unsafe;
  - 8 carrying an insecure load;
  - 9 towing a trailer which is unsafe or has an insecure load;
  - 10 being used for a purpose which it is not insured for;
  - 11 being let out on hire; or
  - 12 towing more trailers than is allowed by law.
  - 13 registered in a country other than the UK (unless you have our specific, written agreement to such a vehicle being covered under this policy).
- B Any liability you have accepted by agreement or contract unless that liability would have existed without the agreement.
- C Loss or damage by pollution or gradual contamination, however caused, other than needed by the Road Traffic Acts or any other laws which apply to motor insurance.
- D Death, injury or damage arising directly or indirectly from any product or work you, or any person working for you, carry out on any vehicle insured under this policy (unless necessary under the Road Traffic Acts).

Section A continued on the next page.

## Exceptions to all Subsections of Section A (continued)

- E Claims which are covered by Section B Garage Liability or would be covered by Section B Garage Liability if you had valid cover under that Section and complied with all the terms of the policy, whether or not that Section is covered.
- F Any loss or damage caused by:
  - earthquake; or
  - riot or civil commotion happening in Northern Ireland or outside the United Kingdom.
- G Loss or damage caused by pressure waves from aircraft or flying objects.
- H Any liability, loss or damage arising from a customer's vehicle being used for social, domestic and pleasure purposes.

# Section A conditions

## Guidance notes

These conditions apply to the whole of Section A Road Risks but please see the 'General conditions' which also apply.

You must keep to these conditions or your insurance will not be valid.

You must keep your vehicle in a safe and roadworthy condition and make every attempt to protect it from damage or theft.

- A If your vehicle is damaged and a part or accessory cannot be repaired or replaced, we will only pay you the amount shown in the manufacturer's last United Kingdom list price. If we know that your vehicle is an imported vehicle which we have agreed to cover, and the damaged part or accessory has never been available in the United Kingdom, we will only pay the manufacturer's last list price in the country your vehicle came from. We will not pay for the cost of importing any part or accessory needed to repair your vehicle.
- B If your vehicle is under a hire-purchase or leasing agreement and it is damaged and cannot be repaired or replaced, we will pay the claim to the owner shown in that agreement.
- C You must keep your vehicle in a roadworthy condition at all times and protect your vehicle and its contents from loss or damage. We can examine your vehicle at any reasonable time.
- D You must remove the ignition key, close all windows and lock all doors whenever your vehicle is left unattended.
- E You must let us know of any vehicle that you will be keeping for more than 14 days. You must do this within 10 days of receiving the vehicle.

You must notify personal vehicles immediately it becomes possible.

Cover for certain personal vehicles is restricted, please refer to your proposal form and/or renewal declaration.

In the event of a claim involving a vehicle that should have been disclosed to us and was not we may at our option:

- repudiate cover
- deal with any third party claim
- deal with any third party claim and pursue you or the driver for recovery of our outlay
- apply a retrospective additional premium
- apply a retrospective excess
- apply a combination of these options.

- F If you have an accident, you must take all possible steps to protect your vehicle and its accessories and contents. If the damage to your vehicle is covered by your insurance, you must arrange for your vehicle to be taken to the nearest repairer and we will accept any reasonable costs as part of your claim. We will not pay for any further damage you cause if you try to drive your vehicle. When your vehicle is at the repairer you must get an estimate for the cost of the repairs

Section A continued on the next page.

## Section A conditions (continued)

### Guidance notes

Please see page 46 for General conditions.

and send it to us immediately. When you have sent the estimate, you may tell the repairer to go ahead with the work covered by this insurance. However, we will not be responsible for any new parts ordered without our agreement. If we think the estimate is unreasonable, we may negotiate a lower estimate or pay for any work that may have been done and move your vehicle to another repairer. We have the right to move your vehicle to a safe storage place without asking you.

- G If we choose, we may arrange for the repairer to use suitable parts and accessories that are made by a company other than the manufacturer of your vehicle.
- H You must be able to provide if requested
  - evidence that you are reliant on regular motor trade activity, for a significant portion of your income
  - evidence that the earnings from your motor trade activity are declared to the appropriate authorities.

## Section B

# Garage Liability

### Guidance notes

This Section of the insurance explains the cover if someone claims against you for injury or damage arising out of your business but not involving your vehicle.

Your own schedule will show which parts of this insurance Section apply as long as you have paid the premium.

Please check that this is the cover you asked for and tell your insurance adviser if you have any questions.

We cover claims made in courts anywhere in the world other than the United States of America and Canada.

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Under this Section we will provide a legal representative for you if an HSE prosecution or corporate manslaughter charge is brought against you after an accident.

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If we ask you to go to court as a witness after a claim we will pay you compensation at a set rate. There is a limit to the amount we will pay.

### Cover

We will indemnify you against your legal liability, as defined by each insured Subsection of this Section of the insurance, as indicated in the schedule, arising out of the business, to pay compensatory damages (including claimants' costs, fees and expenses) in accordance with the laws of any country (except the United States of America or Canada), subject to the terms, conditions, limits of liability, exceptions and endorsements of this insurance.

We will not indemnify you for any judgment award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such a judgment, award or settlement either in whole or in part) unless we have specifically agreed to do so by endorsement to this insurance.

### Defence Costs

We will also pay defence costs.

### Health and Safety at Work Act and Corporate Manslaughter and Corporate Homicide Act legal costs extension

For this Section defence costs will include any costs incurred by you arising out of any prosecution under the Health and Safety at Work Act 1974 or the Health and Safety at Work Order (Northern Ireland) 1978 and/or the Corporate Manslaughter and Corporate Homicide Act 2007 (and/or legislation of similar effect) provided that we shall not be liable for any fines or penalties imposed as a consequence of such a prosecution or for any prosecution costs.

### Compensation for court attendance extension

We will also pay for compensation for court attendance.

In the event of you or any of your directors, officers, business partners or employees attending court as a witness at our request in connection with a claim we will provide compensation at the rates stated below for each day on which attendance is required.

Section B continued on the next page.

### Guidance notes

There are limits to the amount of cover we provide under this Section of the insurance. Please check the schedule to see that the limits we provide meet your needs and are what you asked for. Please refer to your insurance adviser if you have any questions.

## How much we cover

### Subsection 1 Employers' Liability

We will not pay more than the limit of liability stated in the schedule for compensatory damages (including claimants' costs, fees and expenses) and/or defence costs, arising from any one claim or series of claims against you arising out of one occurrence.

In respect of claims arising out of terrorism or asbestos we will not pay more than £5,000,000 for compensatory damages (including claimants' costs, fees and expenses) and/or defence costs arising from any one claim or series of claims against you arising out of one occurrence.

### Subsections 2 Public Liability and 3 Sales and Service Liability

We will not pay more than the limit of liability stated in the schedule for compensatory damages (including claimants' costs, fees and expenses) in respect of any one occurrence or series of occurrences arising from one cause.

Under Subsection 3 Sales and Service Liability the limit of liability is also the total amount we will pay (including claimants' costs, fees and expenses) for all claims against you arising from occurrences during the period of insurance.

In respect of claims arising out of pollution, the limit of liability stated in the schedule is also the total amount we will pay (including claimants' costs, fees and expenses) for all claims against you during the period of insurance.

Defence costs will be payable in addition to the limit of liability stated in the schedule except for Subsection 1 Employers' Liability where the limit of liability includes defence costs.

Compensation for court attendance will be provided at the following rates:

- you or any of your directors, officers or business partners £250 per day,
- any of your employees £150 per day,

subject to a total of not more than £5,000 in the period of insurance.



### Guidance notes

The cover we provide applies to you and certain other people provided they keep to the policy conditions and endorsements.

### Who we cover

If you request it, subject to the terms, conditions, limits of liability, exceptions and endorsements of this insurance, we will also indemnify any of the following:-

- a) any of your directors, officers, business partners or employees in their business capacity for claims arising out of the business,
- b) the officers, committee and members of your canteen, medical, social, charity, fire fighting and first aid organisations in their capacity as such,
- c) any principal for liability for which you would have been entitled to indemnity under this insurance if the claim had been made against you, provided the claim arises out of work carried out by you under a contract or agreement,
- d) If anyone covered by this insurance dies, we will deal with any claim made against their estate or Personal Representatives as long as the claim is covered by this insurance

provided that they have kept to all the terms of this insurance and any applicable endorsements.

Section B continued on the next page.

## Subsection 1

### Guidance notes

This Subsection explains the cover available if an employee claims against you, for injury to them or damage to their property arising out of their work.

This Subsection explains when and where the Employers' Liability cover applies. There is cover in the UK and for temporary visits overseas.

We do not cover overseas medical expenses which are more properly covered under a suitable travel insurance policy. Please refer to your insurance adviser if you need advice about this.

If an employee is injured at work by somebody else and the other person doesn't pay the court award that your employee gets from them, we will cover it.

## Details of Cover – Employers' Liability

### What we cover

We will cover compensation payments that have to be made for injury to any employee which occurs during the period of insurance where such injury arises out of and in the course of their employment by you in the business during the period of insurance, either:

- a) in the United Kingdom,
- b) elsewhere in the world in respect of temporary visits by employees who normally live in the United Kingdom provided that:
  - i) the action for damages is brought against you in a court of law in the United Kingdom,
  - ii) we will not cover any amount payable under any workman's compensation, social security, health insurance or similar legislation,
  - iii) we will not cover any medical or repatriation costs.

### Unsatisfied court judgments extension

If an employee (or their personal representative) obtains a judgment for damages against any person or company other than you for an injury occurring during the period of insurance in connection with the business and the judgment remains unsatisfied for six months we will cover the amount of the outstanding damages and costs awarded. We will not provide cover if there is an appeal outstanding. If we make a payment under this extension of cover the employee (or their personal representative) must assign the judgment to us.

## Subsection 1

### Guidance notes

Under all contracts some situations are not covered. Please read this Subsection carefully to make sure you understand what cover is not included in your own insurance.

These exceptions are specific to Subsection 1 Employers' Liability but please see also 'Exceptions to all Subsections of Section B' and 'General exceptions' because these also apply.

Under this Section we do not cover claims that should fall under motor insurance.

We do not cover work offshore. If you plan to undertake any offshore contract please refer to your insurance adviser first.

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The cover we provide satisfies the requirements of the UK law on Employers' Liability insurance. Because of the law we might have to pay a claim, even if you have not kept to the conditions of the insurance. If this happens you might have to pay us back.

Please see page 41 for Exceptions to all Subsections of Section B.

## Details of Cover – Employers' Liability (continued)

### Exceptions to Subsection 1 Employers' Liability

#### What we do not cover

We will not cover claims arising out of:

- a) circumstances where any road traffic legislation requires compulsory insurance or security,
- b) work on or visits to, any offshore rig, installation or platform. This applies from the time of embarkation onto any kind of transport at the point of final departure to the offshore rig, installation or platform until disembarkation from the transport from the offshore rig, installation or platform onto land.

### Employers' Liability Compulsory Insurance

The cover given by this Subsection of the insurance is in accordance with the provisions of any law enacted in the United Kingdom relating to compulsory insurance of liability to employees. If this insurance contains any terms which are prohibited by such law they will be disregarded when determining our liability to make a payment.

However, if you have failed to comply with any condition of this insurance and we have to pay any sum because of the compulsory insurance law, then you must pay this amount back to us.

Section B continued on the next page.

## Subsection 1

### Guidance notes

You must keep to these conditions or your insurance will not be valid.

These conditions are specific to Subsection 1 Employers' Liability but please see 'Section B conditions' and 'General conditions' as these also apply.

You must make sure that personal protective equipment (PPE) is given to employees where necessary and that it is used properly. You must keep a record of what is issued and employees must sign for it.

You must make sure that your industrial machinery is properly guarded. You must supply employees with a written procedure for the correct use of it and see that the procedure is followed. New users must be trained and supervised.

## Details of Cover – Employers' Liability (continued)

### Conditions that apply to Subsection 1 Employers' Liability

You must ensure that the use or wearing of personal protective equipment by any employee (as required by the Personal Protective Equipment at Work Regulations 1992) is enforced and that a formal record is maintained of personal protective equipment supplied to and received by employees.

If you or your employees use industrial machinery you must:

- a) ensure that your industrial machinery is guarded in accordance with current government regulations, health and safety legislation or industry recommendations as may be applicable,
- b) before they use the machinery, provide users of your industrial machinery with a written procedure for the safe operation of the machinery which, if applicable, must include the procedure for the clearance of blockages or obstructions,
- c) ensure that the use of the machinery is undertaken in accordance with the written procedure,
- d) ensure that any new user of the machinery is trained and supervised by an experienced operative until they are able to operate such machinery in accordance with the written procedure.

### Guidance notes

This Subsection explains the cover available if other people claim against you, for injury to them or damage to their property arising out of your business activities other than in connection with your vehicle or your sales or servicing of vehicles.

The cover applies in the UK and for temporary visits elsewhere.

### What we cover

We will cover compensation payments that have to be made for:-

- a) injury to another person; and/or
- b) damage to other people's property

as a result of an occurrence during the period of insurance within:-

- a) the United Kingdom or,
- b) the rest of the world where your liability arises out of a temporary visit by you or any of your directors, officers, business partners or employees provided they normally live in the United Kingdom.

### Defective Premises Act extension

We will cover compensation payments that have to be made for injury or damage arising because of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any premises which you owned and have disposed of, but we will not cover the cost of rectifying any defect or alleged defect in the premises.

### Data Protection Act extension

We will cover compensation payments that have to be made for injury or damage arising because of Section 13 of the Data Protection Act 1998 provided that you are a registered user in accordance with the Act and you are not in business as a computer bureau, but we will not cover:-

- a) injury or damage caused by any deliberate act or omission by you,
- b) any injury or damage caused by fraud or dishonesty,
- c) the costs and expenses of rectifying, rewriting or erasing data,
- d) claims arising out of your recording, processing or provision of data for reward or to determine the financial status of anyone,
- e) fines, penalties or prosecution costs.

### Overseas personal liability extension

We will cover you and any of your family members accompanying you (and at your request any director, business partner or employee and any of their family members accompanying them) whilst outside the United Kingdom in connection with the business against their legal liability incurred in a personal capacity, but we will not cover:-

Section B continued on the next page.

### Guidance notes

These exceptions are specific to Subsection 2 Public Liability but please see also 'Exceptions to all Subsections of Section B Garage Liability' and 'General exceptions' because these also apply.

We do not cover damage to your own property or any property you are looking after.

We do not cover damage to customers' vehicles that are in for work.

We do not cover claims that should be covered by motor insurance.

We do not cover damage to vehicles or other property that is caused by the work you do on it.

You must try to avoid claims.

We do not cover claims caused by mistakes you make in preparing professional documents other than Motor Vehicle (Tests) Regulations certificates.

We do not cover claims that don't involve injury or damage.

- a) claims arising out of the ownership or tenure of any land or building,
- b) claims covered by any other insurance.

## Exceptions to Subsection 2 Public Liability

### What we do not cover

- a) claims which are covered by Subsection 1 Employers' Liability or 3 Sales and Service Liability or would be covered by Subsection 1 Employers' Liability or 3 Sales and Service Liability if you had valid cover under those Subsections and complied with all the terms of the policy, whether or not those Subsections are covered.
- b) damage to your property (your property includes property owned by you, leased to you, hired by you, under hire purchase by/to you, on loan to you, held in trust by you or otherwise in your care, custody or control) but we will cover your liability for damage to:-
  - i) employees, visitors and customers' clothing and personal effects,
  - ii) premises tenanted by you (provided your liability for damage does not arise under an agreement where your liability only arises because of the agreement and would not have arisen if the agreement had not been made and provided that the cause of the damage is not of a type which an agreement states must be insured against by the lessee or tenant)
  - iii) employees, visitors and customers' vehicles and their contents provided that the vehicle is not:-
    - a) loaned, leased hired or rented to you,
    - b) stored for a fee or other consideration by you,
    - c) in your care, custody or control for the purpose of being worked upon.
- c) claims arising out of the ownership, possession or use by you or on your behalf, or by or on behalf of any other person whom we cover, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, but we will cover claims:-
  - i) caused by the use of any tool or plant forming part of, or attached to, or used in connection with, any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any road traffic legislation,

- ii) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer, except where cover is provided by any motor insurance contract including Section A of this insurance,
- iii) arising out of any motor vehicle or trailer temporarily in your custody or control and on your premises except liability for which compulsory insurance or security is required by any road traffic legislation and except where cover is provided by any motor insurance contract including Section A of this insurance.
- d) claims arising out of the ownership, possession or use by you or on your behalf of any aircraft, hovercraft, offshore installation, offshore rig, offshore platform or watercraft, other than watercraft not exceeding 10 metres in length whilst being used on inland waterways.
- e) damage to property sustained while it is being worked upon and which directly results from the work.
- f) claims arising out of your failure to take reasonable steps to prevent injury or damage.
- g) payments arising out of any liquidated damages clause, penalty clause, performance warranty or guarantee unless your liability would have arisen if it had not been in force.
- h) claims arising out of gradual contamination.
- i) claims arising out of any negligent act, error, omission, or malpractice made or alleged to have been made by you or on your behalf in the provision of professional services. 'Professional services' includes the preparation or approval of any advice, certificate or similar document (other than those issued in accordance with the Motor Vehicle (Tests) Regulations or the Motor Vehicle Testing Regulations (Northern Ireland)), computer programme, design, drawing, formula, instruction, map, opinion, plan, report, specification or survey and any consultancy, engineering inspection, project management or supervisory service done separately for a fee.
- j) claims for financial loss.
- k) claims for damage to the completed work or to the work materials.
- l) liability for which you have to take out insurance under clause 21.2.1 of the 1980 Joint Contracts Tribunal Conditions of Contract or a clause of similar intent in a prior or later version.
- m) the amount of any excess shown in your schedule.

Section B continued on the next page.

## Subsection 3

# Sales and Service Liability

### Guidance notes

This Subsection explains the cover available if other people claim against you for injury to them or damage to their property arising out of your sales of vehicles and parts and your servicing or repair of vehicles.

Under this Section we will provide a legal representative for you if a prosecution is brought against you under the Consumer Protection or Food Safety Acts.

### What we cover

We will cover compensation payments that have to be made for:-

- a) injury to another person; and/or
- b) damage to other people's property

as a result of an occurrence during the period of insurance but only arising out of or in connection with any product or completed work.

### Consumer Protection Act and Food Safety Act legal costs extension

We will cover any costs incurred by you arising out of any prosecution under:-

- a) Part 2 of the Consumer Protection Act 1987 or the Consumer Protection (Northern Ireland) Order 1987
- b) Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990 or the Food Safety (Northern Ireland) Order 1991

resulting from an offence alleged to have been committed during the period of insurance in connection with the business, but we will not cover:-

- a) any proceedings or appeals resulting from any deliberate act or omission by you,
- b) costs or expenses covered by any other policy,
- c) fines, penalties or prosecution costs.



### Guidance notes

These exceptions are specific to Subsection 3 Sales and Service Liability but please see also 'Exceptions to all Subsections of Section B Garage Liability' and 'General exceptions' because these also apply.

We do not cover product guarantee and recall.

We do not cover aircraft work or parts.

We do not cover exports to the USA or Canada.

We do not cover claims that only arise because of a contract you have made with the person claiming.

We do not cover claims that you could have foreseen before you took out the cover.

You must try to avoid claims.

We do not cover claims caused by mistakes you make in preparing professional documents other than Motor Vehicle (Tests) Regulations certificates.

We do not cover claims that do not involve injury or damage.

## Exceptions to Subsection 3 Sales and Service Liability

### What we do not cover

- a) claims which are covered by Subsection 1 Employers' Liability or 2 Public Liability or would be covered by Subsection 1 Employers' Liability or 2 Public Liability if you had valid cover under those Sections and complied with all the terms of the policy, whether or not those Subsections are covered.
- b) claims for the cost of the repair, reconditioning, removing, re-applying, rectifying, or replacement of any product or part of any product, which is defective or alleged to be defective, other than
  - i) products supplied under a separate contract,
  - ii) motor vehicles where the claim is a direct result of mechanical work on the vehicle undertaken by you or on your behalf.
- c) claims or costs arising out of the recall of any product or part of any product.
- d) claims arising out of any product which, to your knowledge, is intended to be used in the structure, machinery or controls of any aircraft, other aerial device, hovercraft, offshore installation, offshore rig, or offshore platform.
- e) claims arising out of any product which, to your knowledge, is to be delivered to the United States of America or Canada unless we have specifically agreed to cover these claims by endorsement to this insurance.
- f) claims arising under an agreement where your liability only arises because of the agreement and would not have arisen if the agreement had not been made.
- g) claims arising out of the failure (or alleged failure) of any product or completed work to work properly, or its unsuitability (or alleged unsuitability) for its intended function, unless it is due to an unintentional defect or error in the manufacturing or installation of the product or completed work.
- h) claims arising out of circumstances which you knew about before the period of insurance which might be expected to give rise to a claim.
- i) claims arising out of your failure to take reasonable steps to prevent injury or damage.

Section B continued on the next page.

- j) payments arising out of any liquidated damages clause, penalty clause, performance warranty or guarantee unless your liability would have arisen if it had not been in force.
- k) claims arising out of gradual contamination.
- l) claims arising out of any negligent act, error, omission, or malpractice made or alleged to have been made by you or on your behalf in the provision of professional services.  
'Professional services' includes the preparation or approval of any advice, certificate or similar document (other than those issued in accordance with the Motor Vehicle (Tests) Regulations or the Motor Vehicle Testing Regulations (Northern Ireland)), computer programme, design, drawing, formula, instruction, map, opinion, plan, report, specification or survey and any consultancy, engineering inspection, project management or supervisory service done separately for a fee.
- m) claims for financial loss.
- n) claims for damage to the completed work or to the work materials.
- o) liability for which you have to take out insurance under clause 21.2.1 of the 1980 Joint Contracts Tribunal Conditions of Contract or a clause of similar intent in a prior or later version.
- p) the amount of any excess shown in your schedule.

## Subsection 3

### Guidance notes

You must keep to this condition or your insurance will not be valid.

This condition is specific to Subsection 3 Sales and Service Liability but please see 'Section B conditions' and 'General conditions' as these also apply.

These exceptions apply to the whole of Section B Garage Liability but please see also the exceptions specific to the various Subsections and the 'General exceptions' because these also apply.

We do not cover asbestos claims other than for Employers' Liability where a restricted limit applies.

## Sales and Service Liability (continued)

### Conditions that apply to Subsection 3 Sales and Service Liability

#### What we do not cover

You must maintain your full rights of recourse against any manufacturer or supplier from whom you obtain any product or anything which is incorporated into any product.

### Exceptions to all Subsections of Section B

#### What we do not cover

- a) claims arising from asbestos or the cost of removing nullifying or cleaning up asbestos. In respect of Subsection 1 Employers' Liability of this insurance this exception shall only apply to compensatory damages (including claimants' costs, fees and expenses) and/or defence costs in excess of £5,000,000 arising from any one claim or series of claims against you arising out of one occurrence.
- b) any award of punitive or exemplary damages (whether as fines, penalties, multiplications of compensatory awards or in any other form).

Section B continued on the next page.

## Section B conditions

### Guidance notes

These conditions apply to the whole of Section B Garage Risks but please see the conditions specific to the various Subsections and the 'General conditions' as these also apply.

You must keep to these conditions or your insurance will not be valid.

#### A You must:

- take all reasonable precautions to prevent injury or damage which may give rise to a claim under this insurance,
- exercise care in the selection and supervision of employees,
- as soon as possible after discovery ensure any defect or danger is made good or remedied and in the meantime ensure additional precautions are taken as the circumstances require,
- comply with all statutory requirements and other safety regulations imposed by any authority.

#### B If you use sub-contractors who are not employees you must ensure that they hold Employers' and Public Liability insurance that:-

1. provides limits of liability of not less than the amounts covered by this insurance,
2. covers You as principal.

You must not agree to cover the liabilities of, nor waive your rights of recourse against a sub-contractor who is not an employee.

#### C If you or your employees use heat away from your premises (including welding or cutting equipment, blow lamps, blow torches, hot air guns and angle grinders) the following precautions must be taken:-

1. adequate and suitable portable fire extinguishers (complying to BS EN 3) in full working order must be kept at each area of work,
2. the area in the immediate vicinity of the work must be cleared of all movable combustible material. The combustible materials which cannot be moved must be covered and protected by over-lapping sheets or screens of a non-combustible material,
3. a fire safety inspection of the working area to check for smoke, smouldering or flames (including the spaces behind walls and screens or partitions and above false ceilings) must be made at regular intervals during work and between 30 and 60 minutes after completion of each period of work. Immediate steps must be taken to extinguish any smouldering or flames when discovered provided it is safe to do so,
4. heat equipment must not be left unattended whilst hot, lit or switched on,

## Section B conditions (continued)

5. if work involving heat is carried out on any vehicle within 1 metre of any fuel tank, pipe or line the fuel must be drained from the vehicle using a proprietary fuel retriever into a suitable metal container which must then be sealed and removed to a safe distance from the work,
  6. the appropriate hot work permit and/or gas free certificate must be obtained.
- D If you or your employees burn waste or other materials within 30 metres of any building, road or railway you must ensure that:
1. fires are not left unattended,
  2. fires are extinguished at least 30 minutes before the area is vacated and that an inspection to ensure that the fire is fully extinguished is made immediately before leaving,
  3. precautions are taken to prevent the escape of smoke or dust which might cause injury or damage,
  4. waste or other materials to be burnt are checked to ensure that no explosive substances or pressurised containers are present,
  5. adequate and suitable portable fire extinguishers (complying to BS EN 3) in full working order are kept at each fire site.

# General Exceptions

## Guidance notes

These general exceptions apply to both Motor Trade and Garage Liability Sections of your insurance and explain when your insurance will not cover you.

Please see the exceptions that apply to the various Sections and Subsections of the insurance as these also apply.

- A Any result of war, revolution or any similar event. Any loss or damage caused by any government, public or local authority legally taking or damaging your property. This exception does not apply to Subsection 1 Employers' Liability of Section B of this insurance.
- B Any loss or damage caused directly or indirectly by radiation. This exception does not apply to Subsection 1 Employers' Liability of Section B of this insurance.
- C Any loss, damage, injury or legal liability caused directly or indirectly from terrorism, unless we need to provide the minimum insurance needed under the Road Traffic Acts or any other laws which apply to motor insurance. This exception does not apply to Subsection 4 or 5 of Section A of this insurance. In respect of Subsection 1 Employers' Liability of Section B of this insurance this exception shall only apply to compensatory damages (including claimants' costs, fees and expenses) and/or defence costs in excess of £5,000,000 arising from any one claim or series of claims against you arising out of one occurrence.
- D Any loss, damage, injury or legal liability arising out of the ownership, possession or use by you or on your behalf, or by or on behalf of any other person whom we cover, of any motor vehicle or trailer whilst it is being used in any form of competition, rally, trial, track day, performance test, timed lap, race or speed trial whether or not the vehicle is on private property, a public road, a private racetrack or derestricted toll road. (Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended). This exception does not apply to Subsection 1 Employers' liability of Section B of this insurance.
- E Any loss, damage or liability incurred while your vehicle is being used in any form of competition, rally, trial, track day, performance test, timed lap, race or speed trial whether or not your vehicle is on private property, a public road, a private racetrack, a road that has been closed by central/local government for motorsport purposes or a derestricted toll road. (Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended), including the Nurburgring.
- F Loss or damage caused intentionally or maliciously by you or any person employed by you or any person covered under this policy or any member of your family, or loss or damage someone else causes with your permission or encouragement.

## General Exceptions (continued)

G We will not provide any cover under this insurance, other than where we are required to under the Road Traffic Acts or any other legislation applicable to motor insurance, if an accident occurs whilst you or any other insured person;

- a) is found to be in charge of or driving or attempting to drive a vehicle while above the legal limit or unfit through drink, or
- b) is driving whilst unfit to do so through drugs, whether prescribed or otherwise, or
- c) fails to provide a sample of blood, urine or breath when required to do so, without a lawful reason.

In addition we will recover from that person all sums paid (including legal costs) whether in settlement or under a judgment of any claim arising from that accident.

H We will not provide cover and not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# General conditions

## Guidance notes

These general conditions apply to all Sections of your insurance.

You must keep to these conditions or your insurance will not be valid. Your insurance only covers people who meet these conditions, and all the information you give to us in the proposal form, statement of insurance or annual declaration must be completely true and accurate.

Please refer to the conditions that apply to the various Sections and Subsections as these also apply.

We will not pay any claim which is false or fraudulent.

This is the procedure for reporting accidents and thefts to us. Do not admit an accident or loss was your fault or negotiate a claim without our permission.

If your vehicle is broken into, stolen or vandalised, you must tell the police.

You must keep your vehicle in a safe and roadworthy condition and make every attempt to protect it from damage or theft.

If you leave your vehicle, it will not be covered if you have not locked and secured it. This applies even for short periods, such as in a petrol station.

Where any term of this insurance said (in the term itself or by any heading) to be a condition requires you to do or comply with anything, and you have failed to do or comply with that thing, We shall not make any payment under this insurance whether or not we have been prejudiced.

- A We will only provide the cover described in this insurance under the following circumstances:-
- 1 Anyone claiming cover under this contract has kept to all the conditions in this document and any endorsements throughout the period of insurance.
  - 2 The information you gave on the proposal form, statement of insurance, annual declaration or any declaration is true and complete. If you do not give us accurate information, this could lead to us not paying your claim and/or your insurance not being valid.

### **We will only provide cover if you have paid the premium.**

- B If a claim is made which you or anyone acting for you knows is false, or you give us incorrect information or fraudulent documents, we will not pay the claim, cover under this insurance will not be valid and you will lose any premium you have paid. We may also contact the police and/or relevant authority(s) in relation to possible criminal proceedings.
- C After any event which could lead to a claim, tell us immediately by phoning us on 0800 0722050 or writing to us as shown at the end of this document. If any incident involves theft, attempted theft or vandalism, you must also report this to the police as soon as the incident is discovered and support any prosecution against the culprit if identified.
- D You must send us any letters, writ or summons as soon as you receive them, together with a filled-in report form. Do not answer any letters, send them straight to us. You must also tell us if you know about any prosecutions involving anyone covered by this insurance. If you have an accident or loss, you must not admit to anyone else that it was your fault or negotiate or refuse any claim unless you have our permission.
- E We are entitled to take full control of any claim and we must be given whatever information and help we need. You must not do anything that will affect our interest in this insurance. We can prosecute or defend any claim in your name.

If we make a payment under this insurance we can assume and maintain any rights of recovery against any other party. Any recovery we make will be retained by us up to the amount of our payment in respect of compensatory



## General conditions (continued)

### Guidance notes

If you are a 'retail' customer, you may cancel the insurance within 14 days of its start without giving any reasons. You will be entitled to a refund of part of your premium, not including any charges to cover costs.

We may cancel the insurance by sending you seven days' notice. You may be entitled to a refund of part of your premium. You may also cancel this insurance by notifying us or your insurance intermediary and you may be entitled to a refund if you have not made a claim.

damages, claimants' costs, fees and expenses and defence costs. Any balance will then be given to you as recovery of your excess or other amount you have paid in respect of compensatory damages, claimants' costs, fees and expenses and defence costs.

- F If the law in any country to which this insurance applies obliges us to make a payment which we would not otherwise have paid, we reserve the right to recover the amount paid from you, or the person, company, partnership or firm that incurred the liability which made the payment necessary.
- G If there is other insurance in force (or would have been in force if our insurance did not exist and you had complied with all of the terms of the other insurance) which covers the same loss, damage or liability as our insurance, we will only pay any amount over that provided by the other insurance. This condition does not make us responsible for any amount we would not otherwise have paid under any section of this insurance.
- H You cannot transfer this insurance to anyone else.
- I Cancelling during the initial period of cover – 'Retail' customers only.

If you have entered into this contract of insurance as a retail customer, you have a right to cancel this insurance. To do this, you must tell us or your insurance adviser within 14 days of the start date (or annual renewal date) of your policy or (if later) the day you receive the policy documents and supporting information. Cancellation will take effect from the date we receive your notice to cancel but cannot be backdated. If you choose to cancel the insurance policy during this initial period of cover, provided you have not made any claims in the current period of insurance, and you are not going to make a claim, you will have to pay 'pro-rata' rates for the period of time you have had insurance cover. Further charges may include a proportion of any commission paid to your insurance adviser and a proportion of any fees charged by your insurance adviser, sufficient to cover their costs.

- J This insurance may also be cancelled in the following circumstances:-
- We or your insurance adviser may cancel this policy by sending seven days' notice to your last known address where there is an exceptional or valid reason for doing so. We will refund the part of your premium which applies to the period of the insurance you have left.

General conditions continued on the next page.

## General conditions (continued)

### Guidance notes

We may make a deduction for any administration costs we have incurred.

If we or your insurance adviser cancel this insurance because you have not paid the full premium no refund will be given. We will not give a refund if anyone has claimed in the current insurance period. It is a serious offence under section 143 of the Road Traffic Act 1988 to use, or allow any person to use a motor vehicle on a road without a valid motor insurance policy in force. Exceptional or valid reasons may include but are not limited to:

- You do not pay the premium or an instalment when you have been notified that an outstanding amount is required by a specific date.
  - you or anyone else covered by this insurance has not met the terms and conditions in this document of motor insurance including those shown on your schedule.
  - You have not provided the requested documentation (e.g. evidence of your current address, proof of no claims bonus, evidence that motor trading forms a significant portion of your income) or provided access to your driving licence details as held by the appropriate authority.
  - a change in your circumstances means that we can no longer provide cover.
  - where we identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which you are not entitled.
  - use of threatening or abusive behaviour or language or intimidation or bullying of our staff or suppliers.
  - Where the circumstances of a new claim, or an incident we have become aware of mean that we no longer wish to provide cover.
  - If as result of a claim under this insurance you have not co-operated with our reasonable request for any documents and/or information, we may no longer wish to provide cover.
- You can cancel this insurance after the initial period of cover set out in I above. Cancellation will take effect from the date we receive your notice to cancel, or a date in the future that you have specified, but cannot be backdated. If you have not made any claims in the current period of

## General conditions (continued)

insurance, and you are not going to make a claim, you will have to pay 'pro-rata' rates for the period of time you have had insurance cover. Any refund of premium will be subject to an administration fee of up to £50. Further charges may include a proportion of any commission paid to your insurance adviser and a proportion of any fees charged by your insurance adviser, sufficient to cover their costs.

- K This insurance does not give rights to any person other than you (the insured person) unless we say differently elsewhere in this document. No rights to enforce any term of this insurance under the Contracts (Rights of Third Parties) Act 1999 are given to any person who is not a party to this Insurance but this does not affect any right or remedy of any such person that arises apart from that Act.
- L If you pay your premium by instalments and have paid a deposit premium, if we then do not receive an instalment when it is due, we will send you seven days' notice of cancellation. You must pay the full amount you owe before the seven days are up. If you do not pay the full amount, we will cancel the insurance immediately. It is a serious offence under section 143 of the Road Traffic Act 1988 to use, or allow any person to use a motor vehicle on a road without a valid motor insurance policy in force. If your vehicle is lost or damaged and cannot be repaired or replaced and the loss or damage is covered by this insurance, you must pay all the premium you owe. We will have the right to take any premium you owe from the amount of the claim.
- M You must tell us as soon as possible about any changes which could affect your insurance and which have happened since the cover first started or since you last renewed it. If you do not tell us about these changes, your insurance may not cover you fully or at all. If you are not sure whether any facts are important, please ask your insurance adviser. Here are some examples of changes you should tell us about.
- Details of the vehicles whose use is covered by the policy, under the relevant law that applies in the United Kingdom, so we can add them to the Motor Insurance Database.
  - A change in the way you use your vehicle.
  - A change of address.
  - A change of occupation or the activities of the business, including any part-time work.
  - Convictions and prosecutions.

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You must tell your insurance adviser immediately if there are any changes to the information you have given us. If you do not do this, your insurance cover may not be valid.

General conditions continued on the next page.

## General conditions (continued)

- A change in the main driver of the vehicle.
- Details of drivers you have not told us about before.
- Details if you, or anyone who drives, develop any medical conditions.
- All changes you make to your vehicle, if these make your vehicle different from the manufacturer's standard specification.
- An increase in the estimated wages, salaries, turnover, payments to sub-contractors who are not employees, maximum number of employees or maximum number of sub-contractors who are not employees but only if any increase is more than 50% of your previously advised estimate for the period of insurance. Any increase of less than 50% may be declared at the end of the period of insurance in accordance with General condition R.

Without affecting the condition relating to cancellation we shall be entitled to increase or reduce the premium and/or vary the terms, conditions and exceptions of this insurance in respect of the unexpired term of this insurance to adequately reflect any alteration in the risk.

N For any one claim (or number of claims) arising out of one cause for indemnity against liability for damage to property or injury, we may pay you the amount of the indemnity provided by this insurance (less any amount we have already paid as compensation) or any smaller amount for which a claim or claims can be settled. After that, we no longer have liability for damage to property or injury, apart from paying costs and expenses of litigation that are run up before the date we pay compensation, provided that the limit of liability stated in the schedule is sufficient to allow it.

### O Interpretation

- This insurance, the schedule and any endorsements shall be read together as one contract.
- Any word or expression to which a specific meaning has been attached in this insurance shall bear the same meaning wherever it may appear.
- Any reference to the singular shall include the plural and vice versa.
- The masculine shall include the feminine and vice versa.
- A statute statutory instrument regulation or order shall include any amendment and/or re-enactment thereof.

## General conditions (continued)

- P This insurance shall be governed in all respects by the law applying in the particular country in the Insured Territories in which you live. If there is any dispute over which law is to apply to this insurance it will be English law.
- Q Where there is more than one of you this insurance will apply separately to each of you in the same manner and to the same extent as if a separate insurance had been issued to each of you and we agree to waive all rights of subrogation against any of you provided that the total amount payable in respect of compensation does not exceed the limit of liability stated in the schedule or elsewhere in this insurance document.
- R If the premium has been calculated on estimates given by you, you must keep an accurate record of the relevant figures which we can inspect. Within one month of the expiry of each period of insurance you shall supply us with a statement (in the form we require) so that the premium for that period can be calculated. If applicable you must pay us the difference. If you do not supply a statement within one month of the expiry of the period of insurance we may calculate and charge an additional premium which you must pay.
- S We retain the right to declare your policy (and all previous policies) void if you fail to comply with any of the policy requirements/conditions.
- T Unless we have agreed otherwise with you, this insurance is governed by the law applying in the particular country in the United Kingdom you live in. If there is any dispute over which law is to apply to this insurance it will be English law. We will not cover any payments that are awarded by a court in a country outside of the United Kingdom unless your cover has been extended to that country under Section A Subsection 8 of this insurance.

# Very important if you have an accident or anyone is injured or anything is damaged

## Guidance notes

Please follow these instructions if you need to make a claim.

## What to do if you have to make a claim

These procedures are conditions that you must follow.

### Motor claims

- 1 **Do not drive away.** You must stop if any person or animal has been hurt, or if any vehicle or property has been damaged.
- 2 Ask for the names and addresses of any other drivers or pedestrians. If there is another driver involved, ask for the name of his or her insurer and for their insurance policy or certificate number.
- 3 If the accident damaged another vehicle, property or animal, you must give your name, address, vehicle registration number and show your insurance certificate to anyone who needs it. If anyone other than you is injured, you must show your insurance certificate to the police.
- 4 Write down the names and addresses of any witnesses, including any passengers in your vehicle.
- 5 Draw a diagram of the scene. Show as much detail as possible – include:
  - the position of all the vehicles before and after the accident;
  - the speeds and distances;
  - road names and layout;
  - where witnesses were standing;
  - any obstructions to your or other users' view; and
  - anything that could be relevant to the accident.

### All claims including motor

- 6 **Do not admit you were at fault in any way or offer to make a payment.** If any other person does this, remember to report it to us.
- 7 You must report all accidents or occurrences that might lead to a claim, particularly those involving personal injury, to us immediately. You can phone if necessary. You must also send us a report form. You need to answer all the questions on the form and sign and date it.
- 8 If you receive any writ, summons or correspondence from anyone else or their representative, send it to us immediately. You must tell us if there is going to be any police action or any action by the Health and Safety authorities.

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You must report all accidents, injuries, damage or occurrences which could lead to a claim to us immediately.

# Very important if you have an accident or anyone is injured or anything is damaged (continued)

## Guidance notes

Your insurance adviser will send you a claim form and give you advice.

## How to make a claim

If you need to tell us about an incident involving injury, damage to or loss of your vehicle, please phone us immediately on **0800 072 2050** (calls made to or from this number and other numbers at the Insurer may be recorded for training and monitoring purposes).

You should phone this number even if your policy does not cover the injury or damage.

If we are asked to repair your vehicle, we will do this if the damage is covered by the policy and one of our approved assessors has inspected the damage.

We promise to:-

- do our best to sort out your claim with as little paperwork as possible; and
- start the repair process immediately

To help us process your claim, please make sure you have your policy details to hand when you contact us. We will also need you to tell us the precise details of the incident.

## Travelling outside the UK

If you are travelling abroad and need to let us know about a claim, please contact your insurance broker or intermediary or alternatively phone our local agents on 0044 1252 820161.

## Accidents abroad

You may be asked to complete a Statement of Facts (Constat Amiable D' Accident Automobile) if you are involved in a road traffic accident within the European Union.

Before signing make sure that the boxes are ticked and the comments and diagram are correct. You will be given a copy which should be sent to us as soon as possible. **This document can be legally binding in certain countries and you should not sign anything you do not understand.**

Your policy does not provide for road side assistance, any European Breakdown Policy you may have in force can arrange for your vehicle to be taken to one of their recognised recovery agents. In some circumstances the local police will arrange for the removal of the vehicle from the road side.

You must report the accident immediately to us.

# Our Service Commitment

## Guidance notes

We aim to give you a high standard of service, but if you need to make a complaint, this information explains exactly how to go ahead.

## What to do if you have a complaint

We are dedicated to delivering a first class level of service to all of our policyholders. However, we accept that things can occasionally go wrong and would encourage you to tell us about any concerns you have so that we can take steps to make sure the service you receive meets your expectations in the future.

**If a dispute regarding your policy or claim arises and cannot be resolved by reference to your insurance intermediary the following explains the procedures for resolving your complaint:**

If you have a complaint, please contact our service providers at the address below: Markerstudy Insurance Services Limited, Markerstudy Customer Relations, PO Box 727, Chesterfield, S40 9LH

When contacting Markerstudy Insurance Services Limited please provide:

- A policy number and/or claim number
- An outline of your complaint
- A contact telephone number

We will make every effort to resolve your complaint by the end of the third working day after receipt. If we cannot resolve your complaint within this time frame we will acknowledge your complaint within five working days of receipt and do our best to resolve the problem within four weeks by sending you a final response letter. If we are unable to do so, we will write to advise you of progress and will endeavour to resolve your complaint in full within the following four weeks. If we are still unable to provide you with a final response at this stage, we will write to you explaining why and advise when you can expect a final response. At this point you may refer your complaint to The Financial Ombudsman Service at the following address:

The Financial Ombudsman Service  
Exchange Tower,  
London E14 9SR.

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

## What you should know

You may go directly to the Financial Ombudsman Service when you first make your complaint, but the Ombudsman will only review your complaint at this stage with our consent. However, we are still required to follow the procedure stated above.

If you have received a final response but are dissatisfied, you have the right of referral to the Financial Ombudsman Service within six months of the date of your final response letter. You may only refer to the Ombudsman beyond this time limit if we have provided our consent.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

## Customer Feedback

If you have any suggestions or comments about our cover or the service we have provided please write to:

Markerstudy Customer Relations, Markerstudy Insurance Services Limited, PO Box 727, Chesterfield S40 9LH.

We always welcome feedback to enable us to improve our products and services.

## Telephone Recording

For our joint protection telephone calls may be recorded and monitored by us.



We believe in keeping your information safe and secure. Full details of what data we collect and how we use it can be found in our privacy policy which you can access via [www.markerstudy.com](http://www.markerstudy.com) or by requesting a copy from our Data Protection Officer (contact details below). This section provides you with some basic information and explains:

- What we do with your information
- How we may check the information you have provided to us against other sources such as databases
- Who we share your information with, and
- How we may use your information.

We are governed by the Data Protection legislation applicable in the United Kingdom.

## How we may collect your information

We may collect details about you from

- Information you give to brokers
- Information you give us in online forms and other forms
- Other sources such as Google Earth and social media
- Third parties and other sources
- Telematics systems.

## What information we may collect about you

We collect details including details about your health, personal circumstances, claims history, credit history, motoring history and other relevant details. We may collect information on you from databases such as the electoral roll and county court judgment records.

## How we may share your information

In order to provide our services to you, we may share your information with insurance companies, solicitors, regulators, business partners and suppliers. We may also have a legal obligation to provide your information, in certain circumstances, with regulators, police and other public bodies.

Information you supply may be used for the purposes of insurance administration by us and third parties. These third parties may share your information with their own agents.

## How we may use your information

We may use your information for a number of purposes. These include:

- Providing you with our services
- Dealing with your claim
- Carrying out checks such as fraud checks and credit checks
- Providing you with information about our products and services.

We give details about some of these processes below.

## Driving Licence checks

We may also provide your (or any named third party) driving licence number (DLN) and other details to the DVLA to confirm licence status, entitlement and relevant restriction information and endorsement/conviction data.

Searches may be carried out prior to your policy commencing and at any point during your insurance policy including any mid-term adjustment and renewal stage. For details relating to information held about you by the DVLA please visit [www.dvla.gov.uk](http://www.dvla.gov.uk).

The DVLA may also be used to search your (or any named third party's) no claims discount (NCD) details against a no claims discount database to obtain information in relation to your NCD entitlement.

We may pass details of your no claims discount to certain organisations to be recorded on a NCD database.

## Providing you with details on our Products and Services

Where you have given us your consent to do so, we will send you information about products and services of ours and other companies in our Group which may be of interest to you. We may contact you by telephone, letter or email (as you have indicated)

You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other members of the Group.

If you no longer wish to be contacted for marketing purposes then please contact our Data Protection Officer (contact details below).

Markerstudy Insurance Services Limited

45 Westerham Road

Bessels Green

Sevenoaks

Kent

TN13 2QB

## Motor Insurance Database

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID and the data stored on it, including your personal details, may be looked at and used by certain statutory and/or authorised bodies including the Police, the DVLA, the Insurance Fraud Bureau and other bodies permitted by law.

If you are involved in an accident (in the UK or abroad), insurers and/or the MIB may search the MID to obtain relevant information.

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

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration details are shown on the MID at [www.askmid.com](http://www.askmid.com)

## Fraud Prevention and Detection

We carry out fraud checks on our customers. We do this in order to prevent fraud and also to help us make decisions about the provision, pricing and administration of insurance.

When carrying out these checks, we will search against fraud detection databases.

We may pass details about you to some of these databases.

Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

## Claims History

We may process data relating to your claims history for the purposes of assessing any claim you may make.

The aim is to help us to check information provided and also to prevent fraudulent claims. When you tell us about an incident we will pass information relating to it to these databases. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal.

## Credit Searches and Accounting

In assessing an application for insurance or policy renewal, we may search files made available to us by credit reference agencies. They keep a record of that search.

Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

## Transfers

Sometimes your information may be transferred outside the European Economic Area by us, by the organisations with whom we share your information or by the servants and agents of these organisations. If we do this we will ensure that anyone to whom we pass it provides an adequate level of protection.

## Your Rights as a Data Subject

Under Data Protection Laws you have certain rights; these include for example, a right to understand what data we hold on you and a right to ask us to amend that data if it is incorrect. If you would like to exercise any of your rights please contact our Data Protection Officer (contact details below).

## Data Protection Officer

If you have any questions about how we use your data, or to exercise any of your data rights please contact our Data Protection Officer at

Data Protection Officer  
Markerstudy Insurance Services Limited  
45 Westerham Road  
Bessels Green  
Sevenoaks  
Kent  
TN13 2QB

# Endorsements

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).
001	<p><b>Demonstration Cover (Excluding Motorcycles)</b></p> <p>This policy shall apply while the insured vehicle is being driven for the purpose of demonstration for sale with the permission of the insured by any person provided that such person:-</p> <ul style="list-style-type: none"> <li>a) holds an appropriate full UK licence</li> <li>b) is accompanied at all times by any person declared for motor trade use on the certificate of insurance</li> <li>c) not a family member of the insured or any of the named drivers</li> <li>d) is not in the employment of the insured</li> <li>e) does not reside at the same address as any declared driver on the certificate of insurance</li> </ul> <p>A copy of the driving licence or a driving licence declaration must be retained by the policyholder. This cover excludes the use of motorcycles.</p>
002	<p><b>Secondary Business Use</b></p> <p>The person named in this endorsement may use their vehicle in connection with their second occupation, as listed below: (Driver Name(s)/Occupation)</p>
004	<p><b>Social Domestic &amp; Pleasure use included – (Vehicle Registration Number)</b></p> <p>Use for Social Domestic and Pleasure is included in respect of the above vehicle by the following drivers: (Driver Name(s))</p>
005	<p><b>Motor Trade Use included – (Vehicle Registration Number)</b></p> <p>Use for Motor Trade is included in respect of the above vehicle by the following drivers: (Driver Name(s))</p>
006	<p><b>Driver Use – (Vehicle Registration Number)</b></p> <p>Use for Social Domestic and Pleasure is excluded in respect of the above vehicle other than by the following drivers: (Driver Name(s))</p>
007	<p><b>Retail Indemnity</b></p> <p>Indemnity will be provided at Retail Market value, immediately before any loss or accident, on the following vehicles: (Vehicle Registration Number(s))</p>
008	<p><b>VAT Registered</b></p> <p>If you are VAT registered then you will be responsible for the VAT portion of any claim.</p>

Endorsements continued on the next page.

## Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).
009	<p><b>Motorcycles up to 200cc</b></p> <p>Exception 'S' under 'Exceptions to Subsections 4 and 5' is amended to include cover in respect of use of a motorcycle with an engine size up to 200cc by the following drivers: (Driver Name(s))</p> <p>You must pay your policy excess in respect of claims under Subsections 4 and 5. This is in addition to those specified under Subsection 6.</p>
010	<p><b>Motorcycles up to 500cc</b></p> <p>Exception 'S' under 'Exceptions to Subsections 4 and 5' is amended to include cover in respect of use of a motorcycle with an engine size up to 500cc by the following drivers: (Driver Name(s))</p> <p>In addition to your policy excess you must pay an additional £50 in respect of any claim under Subsections 4 and 5. This is in addition to those specified under Subsection 6.</p>
011	<p><b>Motorcycles up to 600cc</b></p> <p>Exception 'S' under 'Exceptions to Subsections 4 and 5' is amended to include cover in respect of use of a motorcycle with an engine size up to 600cc by the following drivers: (Driver Name(s))</p> <p>In addition to your policy excess you must pay an additional £250 in respect of any claim under Subsections 4 and 5. This is in addition to those specified under Subsection 6.</p>

# Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).																																
012	<p><b>Restrictions to Unlimited Cubic Capacity Motorcycle Cover</b></p> <p>Exception 'S' under 'Exceptions to Subsections 4 and 5' is amended to include cover in respect of use of all motorcycles, other than those listed below, by the following drivers: (Driver Name(s))</p> <p><b>Excluded Motorcycles</b></p> <p>There is no cover in force for any loss or damage to the following motorcycles. Injury or legal liability is only covered when the motorcycle is being used for motor trade business purposes (cover for social domestic and pleasure purposes is excluded).</p> <table border="0"> <tr> <td>Aprilia</td> <td>RSV – all models SL 1000 Falco STV 1000</td> <td>Kawasaki</td> <td>ZX 10R – all models ZX 12 R – all models</td> </tr> <tr> <td>Benelli</td> <td>900 TRE Tornado – all models</td> <td>KTM</td> <td>RC8 – all models</td> </tr> <tr> <td>Bimota</td> <td>All models</td> <td>M.V. Agusta</td> <td>All models</td> </tr> <tr> <td>BMW</td> <td>S1000 RR – all models</td> <td>Magni</td> <td>All models</td> </tr> <tr> <td>Boxer</td> <td>All models</td> <td>Suzuki</td> <td>GSXR 750 R – all models</td> </tr> <tr> <td>Ducati</td> <td>748, 749, 848, 851, 888, 899 – all models 916, 996, 998, 999 – all models 1098, 1198, 1199 – all models 99R – all models 1000 SSDS MH900E Mike Hailwood Replica Replica Mille Santa Monica</td> <td>Triumph</td> <td>GSXR 1000 – all models GSXR 1100 – all models GSXR Hayabusa – all models Daytona 955i Daytona T595 T 955i Daytona Anniversary</td> </tr> <tr> <td>Harris</td> <td>Magnum</td> <td>Yamaha</td> <td>YZF 600 R6 – all models</td> </tr> <tr> <td>Honda</td> <td>NR 750 VRF 750 R RC30 RVF 750 R CBR 900 RR Fireblade – all models CBR 1000 RR Fireblade – all models CBR 1100 XX Super Blackbird VTR 1000 Firestorm – all models VTR 1000 SP-1 – all models VTR 1000 SP-2 – all models Erion Race Replica</td> <td></td> <td>YZF-R7 OWO2 FZR 750 R (OWO1) YZF 750 R YZF 750 SP YZF R7 YZF-R1 – all models FZR 1000 R EXUP – all models</td> </tr> </table> <p>In addition to your policy excess you must pay an additional £500 in respect of any claim under Subsections 4 and 5. This is in addition to those specified under Subsection 6.</p>	Aprilia	RSV – all models SL 1000 Falco STV 1000	Kawasaki	ZX 10R – all models ZX 12 R – all models	Benelli	900 TRE Tornado – all models	KTM	RC8 – all models	Bimota	All models	M.V. Agusta	All models	BMW	S1000 RR – all models	Magni	All models	Boxer	All models	Suzuki	GSXR 750 R – all models	Ducati	748, 749, 848, 851, 888, 899 – all models 916, 996, 998, 999 – all models 1098, 1198, 1199 – all models 99R – all models 1000 SSDS MH900E Mike Hailwood Replica Replica Mille Santa Monica	Triumph	GSXR 1000 – all models GSXR 1100 – all models GSXR Hayabusa – all models Daytona 955i Daytona T595 T 955i Daytona Anniversary	Harris	Magnum	Yamaha	YZF 600 R6 – all models	Honda	NR 750 VRF 750 R RC30 RVF 750 R CBR 900 RR Fireblade – all models CBR 1000 RR Fireblade – all models CBR 1100 XX Super Blackbird VTR 1000 Firestorm – all models VTR 1000 SP-1 – all models VTR 1000 SP-2 – all models Erion Race Replica		YZF-R7 OWO2 FZR 750 R (OWO1) YZF 750 R YZF 750 SP YZF R7 YZF-R1 – all models FZR 1000 R EXUP – all models
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Endorsements continued on the next page.

## Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).
013	<p><b>Unlimited Cubic Capacity Motorcycle Cover – (Vehicle Registration Number)</b></p> <p>012 endorsement is amended in respect of the above vehicle by the following drivers:</p> <p>(Driver Name(s))</p> <p>In addition to your policy excess you will remain responsible for an additional £500 excess in respect of any claim under Subsections 4 and 5.</p> <p>This is in addition to those specified under Subsection 6.</p>
014	<p><b>Motorcycle Garage</b></p> <p>While your motorcycle is parked at or in the proximity of:-</p> <ul style="list-style-type: none"> <li>a) Your and/or your Business Partner's private dwelling house, or</li> <li>b) Your business premises address, or</li> <li>c) Any other address where your motorcycle is usually kept if this alternative address has been specifically agreed by us,</li> </ul> <p>cover for theft or attempted theft is restricted to loss or damage occurring while your motorcycle is in a locked private garage or brick built outbuilding.</p>
015	<p><b>Warranted Thatcham Category 1 Immobiliser</b></p> <p>You must fit an electronic Thatcham Category 1 engine immobiliser to the vehicle(s) listed below. The immobiliser must be working and in operation at all times you leave this vehicle. If the engine immobiliser is not working and/or not in operation we may not deal with your claim.</p> <p>(Vehicle Registration Number(s))</p>
016	<p><b>Classic Motorcycle Cover – 20Yrs</b></p> <p>If we have agreed to provide cover in respect of motorcycles/scooters that cover is restricted to vehicles over 20 years old and applies only to the driver(s) named below:</p> <p>(Driver Name(s))</p>
017	<p><b>Overnight Vehicle Theft Excess</b></p> <p>Between the hours 10.00 pm and 6.00 am your theft excess will double while your motorcycle is parked at or in the proximity of:</p> <ul style="list-style-type: none"> <li>a) Your private dwelling house, or</li> <li>b) Any other address where your motorcycle is usually kept if this alternative address has been specifically agreed by us,</li> </ul> <p>we will not pay the amount shown on the schedule for the first part of any claim for loss or damage caused by theft or attempted theft unless your motorcycle is in a locked private garage or outbuilding.</p>

## Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).
018	<p><b>Warranted Thatcham Category 2 Immobiliser</b></p> <p>You must fit an electronic Thatcham Category 2 engine immobiliser to the vehicle(s) listed below. The immobiliser must be working and in operation at all times you leave this vehicle. If the engine immobiliser is not working and/or not in operation we may not deal with your claim.</p> <p>(Vehicle Registration Number(s))</p>
019	<p><b>Warranted Tracking Device</b></p> <p>It is an express warranty of this insurance that the vehicle(s) listed below is/are fitted with an operational tracking device and the network subscriptions are paid up to date. In the event of the vehicle being stolen, the tracking device must be activated immediately by reporting the theft to both the local police and the tracking device network.</p> <p>(Vehicle Registration Number(s))</p>
020	<p><b>Specified Vehicle Cover</b></p> <p>Full policy cover is included in respect of use of the vehicle listed below by the following drivers:</p> <p>(Vehicle Registration Number(s)) (Driver Name(s))</p>

Endorsements continued on the next page.

## Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).
022	<p><b>Premises 1 – Damage, Fire &amp; Theft – (Postcode)</b></p> <p>Subsections 4 and 5 of Section A are extended to cover your vehicle(s) whilst on your trade premises last notified to us.</p> <p>The most we will pay under this Subsection is:</p> <ol style="list-style-type: none"> <li>The trade market value of your vehicle(s) immediately before the loss or accident (including spare parts and accessories); or</li> <li>The indemnity limit shown in the schedule under ‘vehicle indemnity limit’, ‘motorcycle indemnity limit’; or</li> <li>The Premises sum insured limit shown in the schedule under “Premises indemnity limit”; whichever is less.</li> </ol> <p><b>We will only cover you under this Section if:</b></p> <ul style="list-style-type: none"> <li>All vehicle keys are kept in a purpose-made metal cabinet or safe, located in a position away from public access and secured to the fabric of the building.</li> <li>All vehicle keys are removed from the premises             <ul style="list-style-type: none"> <li>between 8.00 pm and 7.00 am or</li> <li>at any time when the premises are left unattended.</li> </ul> </li> <li>Vehicle keys are never left in an unattended vehicle.</li> <li>All vehicles, with a trade market value greater than £19,999 per vehicle, that are stored on trade premises, other than your home address, are:             <ul style="list-style-type: none"> <li>secured by Thatcham Category 3 wheel clamp immobilisers (to the driven wheel); or</li> <li>secured by Thatcham Category 3 lockable steering wheel clamp immobilisers; or</li> <li>fitted with a minimum of Thatcham Category 2 engine immobiliser.</li> </ul> </li> </ul> <p>The immobiliser must be working and in operation at all times you leave the vehicle. If the immobiliser is not working and in operation we will not deal with your claim.</p> <p>You will be responsible for twice the excess for any claim under this Subsection.</p>



## Endorsements (continued)

<p>Endorsement Number</p>	<p>These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).</p>
<p>023</p>	<p><b>Premises 2 – Damage, Fire &amp; Theft – (Postcode)</b></p> <p>Subsections 4 and 5 of Section A are extended to cover your vehicle(s) whilst on your trade premises last notified to us.</p> <p>The most we will pay under this Subsection is:</p> <ol style="list-style-type: none"> <li>The trade market value of your vehicle(s) immediately before the loss or accident (including spare parts and accessories); or</li> <li>The indemnity limit shown in the schedule under ‘vehicle indemnity limit’, ‘motorcycle indemnity limit’; or</li> <li>The Premises sum insured limit shown in the schedule under “Premises indemnity limit”; whichever is less.</li> </ol> <p><b>We will only cover you under this Section if:</b></p> <ul style="list-style-type: none"> <li>All vehicle keys are kept in a purpose-made metal cabinet or safe, located in a position away from public access and secured to the fabric of the building.</li> <li>All vehicle keys are removed from the premises             <ul style="list-style-type: none"> <li>between 8.00 pm and 7.00 am or</li> <li>at any time when the premises are left unattended.</li> </ul> </li> <li>Vehicle keys are never left in an unattended vehicle.</li> <li>All vehicles, with a trade market value greater than £14,999 per vehicle, that are stored on trade premises, other than your home address, are:             <ul style="list-style-type: none"> <li>secured by Thatcham Category 3 wheel clamp immobilisers (to the driven wheel); or</li> <li>secured by Thatcham Category 3 lockable steering wheel clamp immobilisers; or</li> <li>fitted with a minimum of Thatcham Category 2 engine immobiliser.</li> </ul> </li> </ul> <p>The immobiliser must be working and in operation at all times you leave the vehicle. If the immobiliser is not working and in operation we will not deal with your claim.</p> <ul style="list-style-type: none"> <li>All exits and entrances must be blocked by security posts or wheel clamped vehicles.</li> </ul> <p>You will be responsible for twice the excess for any claim under this Subsection.</p>

Endorsements continued on the next page.

## Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).
024	<p><b>Premises 3 – Damage, Fire &amp; Theft – (Postcode)</b></p> <p>Subsections 4 and 5 of Section A are extended to cover your vehicle(s) whilst on your trade premises last notified to us.</p> <p>The most we will pay under this Subsection is:</p> <ol style="list-style-type: none"> <li>The trade market value of your vehicle(s) immediately before the loss or accident (including spare parts and accessories); or</li> <li>The indemnity limit shown in the schedule under ‘vehicle indemnity limit’, ‘motorcycle indemnity limit’; or</li> <li>The Premises sum insured limit shown in the schedule under “Premises indemnity limit”; whichever is less.</li> </ol> <p><b>We will only cover you under this Section if:</b></p> <ul style="list-style-type: none"> <li>All vehicle keys are kept in a purpose-made metal cabinet or safe, located in a position away from public access and secured to the fabric of the building.</li> <li>All vehicle keys are removed from the premises             <ul style="list-style-type: none"> <li>between 8.00 pm and 7.00 am or</li> <li>at any time when the premises are left unattended.</li> </ul> </li> <li>Vehicle keys are never left in an unattended vehicle.</li> <li>All vehicles that are stored on trade premises, other than your home address, are:             <ul style="list-style-type: none"> <li>secured by Thatcham Category 3 wheel clamp immobilisers (to the driven wheel); or</li> <li>secured by Thatcham Category 3 lockable steering wheel clamp immobilisers; or</li> <li>fitted with a minimum of Thatcham Category 2 engine immobiliser.</li> </ul> </li> </ul> <p>The immobiliser must be working and in operation at all times you leave the vehicle. If the immobiliser is not working and in operation we will not deal with your claim.</p> <ul style="list-style-type: none"> <li>All exits and entrances must be blocked by security posts or wheel clamped vehicles and retaining walls, fences or posts around any exposed sections of the perimeter must be installed.</li> </ul> <p>You will be responsible for twice the excess for any claim under this Subsection.</p>

## Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).
025	<p><b>Premises Garaged – Damage, Fire &amp; Theft – (Postcode)</b></p> <p>Subsections 4 and 5 of Section A are extended to cover your vehicle(s) whilst on your trade premises last notified to us.</p> <p>The most we will pay under this Subsection is:</p> <ol style="list-style-type: none"> <li>The trade market value of your vehicle(s) immediately before the loss or accident (including spare parts and accessories); or</li> <li>The indemnity limit shown in the schedule under ‘vehicle indemnity limit’, ‘motorcycle indemnity limit’; or</li> <li>The Premises sum insured limit shown in the schedule under “Premises indemnity limit”; whichever is less.</li> </ol> <p><b>We will only cover you under this Section if:</b></p> <ul style="list-style-type: none"> <li>• All vehicle keys are kept in a purpose-made metal cabinet or safe, located in a position away from public access and secured to the fabric of the building.</li> <li>• All vehicle keys are removed from the premises             <ul style="list-style-type: none"> <li>– between 8.00 pm and 7.00 am or</li> <li>– at any time when the premises are left unattended.</li> </ul> </li> <li>• Vehicle keys are never left in an unattended vehicle.</li> <li>• All vehicles that are stored on trade premises, other than your home address, are:             <ul style="list-style-type: none"> <li>– stored in a locked garage, the construction of which has been approved by us</li> </ul> </li> </ul> <p>You will be responsible for twice the excess for any claim under this Subsection.</p>

Endorsements continued on the next page.

## Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).
026	<p><b>Premises 1 – Fire &amp; Theft – (Postcode)</b></p> <p>Subsection 5 of Section A is extended to cover your vehicle(s) whilst on your trade premises last notified to us.</p> <p>The most we will pay under this Subsection is:</p> <ol style="list-style-type: none"> <li>The trade market value of your vehicle(s) immediately before the loss or accident (including spare parts and accessories); or</li> <li>The indemnity limit shown in the schedule under ‘vehicle indemnity limit’, ‘motorcycle indemnity limit’; or</li> <li>The Premises sum insured limit shown in the schedule under “Premises indemnity limit”; whichever is less.</li> </ol> <p><b>We will only cover you under this Section if:</b></p> <ul style="list-style-type: none"> <li>All vehicle keys are kept in a purpose-made metal cabinet or safe, located in a position away from public access and secured to the fabric of the building.</li> <li>All vehicle keys are removed from the premises             <ul style="list-style-type: none"> <li>between 8.00 pm and 7.00 am or</li> <li>at any time when the premises are left unattended.</li> </ul> </li> <li>Vehicle keys are never left in an unattended vehicle.</li> </ul> <p>You will be responsible for twice the excess for any claim under this Subsection.</p>

## Endorsements (continued)

<p>Endorsement Number</p>	<p>These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).</p>
<p>027</p>	<p><b>Premises 2 – Fire &amp; Theft – (Postcode)</b></p> <p>Subsection 5 of Section A is extended to cover your vehicle(s) whilst on your trade premises last notified to us.</p> <p>The most we will pay under this Subsection is:</p> <ol style="list-style-type: none"> <li>The trade market value of your vehicle(s) immediately before the loss or accident (including spare parts and accessories); or</li> <li>The indemnity limit shown in the schedule under ‘vehicle indemnity limit’, ‘motorcycle indemnity limit’; or</li> <li>The Premises sum insured limit shown in the schedule under “Premises indemnity limit”; whichever is less.</li> </ol> <p><b>We will only cover you under this Section if:</b></p> <ul style="list-style-type: none"> <li>All vehicle keys are kept in a purpose-made metal cabinet or safe, located in a position away from public access and secured to the fabric of the building.</li> <li>All vehicle keys are removed from the premises             <ul style="list-style-type: none"> <li>between 8.00 pm and 7.00 am or</li> <li>at any time when the premises are left unattended.</li> </ul> </li> <li>Vehicle keys are never left in an unattended vehicle.</li> <li>All vehicles, with a trade market value greater than £7,499 per vehicle, that are stored on trade premises, other than your home address, are:             <ul style="list-style-type: none"> <li>secured by Thatcham Category 3 wheel clamp immobilisers (to the driven wheel); or</li> <li>secured by Thatcham Category 3 lockable steering wheel clamp immobilisers; or</li> <li>fitted with a minimum of Thatcham Category 2 engine immobiliser.</li> </ul> </li> </ul> <p>The immobiliser must be working and in operation at all times you leave the vehicle. If the immobiliser is not working and in operation we will not deal with your claim.</p> <ul style="list-style-type: none"> <li>All exits and entrances must be blocked by security posts or wheel clamped vehicles.</li> </ul> <p>You will be responsible for twice the excess for any claim under this Subsection.</p>

Endorsements continued on the next page.

## Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).
028	<p><b>Premises 3 – Fire &amp; Theft – (Postcode)</b></p> <p>Subsection 5 of Section A is extended to cover your vehicle(s) whilst on your trade premises last notified to us.</p> <p>The most we will pay under this Subsection is:</p> <ol style="list-style-type: none"> <li>The trade market value of your vehicle(s) immediately before the loss or accident (including spare parts and accessories); or</li> <li>The indemnity limit shown in the schedule under ‘vehicle indemnity limit’, ‘motorcycle indemnity limit’; or</li> <li>The Premises sum insured limit shown in the schedule under “Premises indemnity limit”; whichever is less.</li> </ol> <p><b>We will only cover you under this Section if:</b></p> <ul style="list-style-type: none"> <li>All vehicle keys are kept in a purpose-made metal cabinet or safe, located in a position away from public access and secured to the fabric of the building.</li> <li>All vehicle keys are removed from the premises             <ul style="list-style-type: none"> <li>between 8.00 pm and 7.00 am or</li> <li>at any time when the premises are left unattended.</li> </ul> </li> <li>Vehicle keys are never left in an unattended vehicle.</li> <li>All vehicles that are stored on trade premises, other than your home address, are:             <ul style="list-style-type: none"> <li>secured by Thatcham Category 3 wheel clamp immobilisers (to the driven wheel); or</li> <li>secured by Thatcham Category 3 lockable steering wheel clamp immobilisers; or</li> <li>fitted with a minimum of Thatcham Category 2 engine immobiliser.</li> </ul> </li> </ul> <p>The immobiliser must be working and in operation at all times you leave the vehicle. If the immobiliser is not working and in operation we will not deal with your claim.</p> <ul style="list-style-type: none"> <li>All exits and entrances must be blocked by security posts or wheel clamped vehicles and retaining walls, fences or posts around any exposed sections of the perimeter must be installed.</li> </ul> <p>You will be responsible for twice the excess for any claim under this Subsection.</p>

## Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).
029	<p><b>Premises Garaged – Fire &amp; Theft – (Postcode)</b></p> <p>Subsection 5 of Section A is extended to cover your vehicle(s) whilst on your trade premises last notified to us.</p> <p>The most we will pay under this Subsection is:</p> <ol style="list-style-type: none"> <li>a) The trade market value of your vehicle(s) immediately before the loss or accident (including spare parts and accessories); or</li> <li>b) The indemnity limit shown in the schedule under ‘vehicle indemnity limit’, ‘motorcycle indemnity limit’; or</li> <li>c) The Premises sum insured limit shown in the schedule under “Premises indemnity limit”; whichever is less.</li> </ol> <p><b>We will only cover you under this Section if:</b></p> <ul style="list-style-type: none"> <li>• All vehicle keys are kept in a purpose-made metal cabinet or safe, located in a position away from public access and secured to the fabric of the building.</li> <li>• All vehicle keys are removed from the premises             <ul style="list-style-type: none"> <li>– between 8.00 pm and 7.00 am or</li> <li>– at any time when the premises are left unattended.</li> </ul> </li> <li>• Vehicle keys are never left in an unattended vehicle.</li> <li>• All vehicles that are stored on trade premises, other than your home address, are:             <ul style="list-style-type: none"> <li>– stored in a locked garage, the construction of which has been approved by us</li> </ul> </li> </ul> <p>You will be responsible for twice the policy excess for any claim made under this Subsection.</p>

Endorsements continued on the next page.

## Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).
030	<p><b>Demonstration Cover (Including Motorcycles)</b></p> <p>This policy shall apply while the insured vehicle is being driven for the purpose of demonstration for sale with the permission of the insured by any person provided that such person:-</p> <ul style="list-style-type: none"> <li>a) holds an appropriate full UK licence;</li> <li>b) is accompanied at all times by any person declared for motorcycle use (for demonstration of motorcycles) or for motor trade use (for demonstration of other vehicles) on the certificate of insurance;</li> <li>c) is not a family member of the insured or any of the named drivers;</li> <li>d) is not in the employment of the insured;</li> <li>e) does not reside at the same address as any declared driver on the certificate of insurance.</li> </ul> <p>If the use is in respect of motorcycles then the policyholder, or any person declared for motor trade use on the certificate of insurance, must accompany in an appropriate second vehicle.</p> <p>You must pay 25% or the first £500 or your policy excess, whichever is greater, of the amount of any claim under Subsections 4 and 5, while your motorcycle is being ridden for the purpose of demonstration for sale.</p> <p>A copy of the driving licence or a driving licence declaration must be retained by the policyholder.</p>



## Endorsements (continued)

<p>Endorsement Number</p>	<p>These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).</p>
<p>031</p>	<p><b>Tools Cover – Comprehensive Policies</b></p> <p>We will cover you under Subsections 4 and 5 of Section A of your policy for loss or damage caused to hand tools owned by you.</p> <p>We will either:-</p> <ul style="list-style-type: none"> <li>• repair or replace your tool(s); or</li> <li>• pay you an amount of money</li> </ul> <p><b>The most we will pay</b></p> <p>The most we will pay under this Subsection is:-</p> <ul style="list-style-type: none"> <li>• the trade market value of your tool(s) immediately before the loss or damage</li> <li>• the tools indemnity limit shown in your schedule in any period of insurance</li> <li>• £500 in respect of any single item</li> </ul> <p>whichever is less.</p> <p><b>We will not cover you under this Subsection if:-</b></p> <ul style="list-style-type: none"> <li>• tools are left in a vehicle</li> <li>• tools are being used for a purpose not intended by the manufacturer</li> <li>• tools are not kept in a locked tool chest which is fixed to a vehicle ramp or the fabric of the building             <ul style="list-style-type: none"> <li>– between 8.00 pm and 7.00 am or</li> <li>– at any time when the premises are left unattended.</li> </ul> </li> <li>• you are unable to provide adequate proof of purchase.</li> </ul> <p>A claim under this Subsection will affect your No-Claim Bonus.</p> <p>Any claim under this Subsection will be subject to any policy excess.</p>

Endorsements continued on the next page.

## Endorsements (continued)

<p>Endorsement Number</p>	<p>These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).</p>
<p>032</p>	<p><b>Tools Cover – Third Party Fire &amp; Theft Policies</b></p> <p>We will cover you under Subsection 5 of Section A of your policy for loss or damage caused to hand tools owned by you.</p> <p>We will either:-</p> <ul style="list-style-type: none"> <li>• repair or replace your tool(s); or</li> <li>• pay you an amount of money</li> </ul> <p><b>The most we will pay</b></p> <p>The most we will pay under this Subsection is:-</p> <ul style="list-style-type: none"> <li>• the trade market value of your tool(s) immediately before the loss or damage</li> <li>• the tools indemnity limit shown in your schedule in any period of insurance</li> <li>• £500 in respect of any single item</li> </ul> <p>whichever is less.</p> <p><b>We will not cover you under this Subsection if:-</b></p> <ul style="list-style-type: none"> <li>• tools are left in a vehicle</li> <li>• tools are being used for a purpose not intended by the manufacturer</li> <li>• tools are not kept in a locked tool chest which is fixed to a vehicle ramp or the fabric of the building             <ul style="list-style-type: none"> <li>– between 8.00 pm and 7.00 am or</li> <li>– at any time when the premises are left unattended.</li> </ul> </li> <li>• you are unable to provide adequate proof of purchase.</li> </ul> <p>A claim under this Subsection will affect your No-Claim Bonus.</p> <p>Any claim under this Subsection will be subject to any policy excess.</p>

## Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).
033	<p><b>Vehicles In Transit Cover – Comprehensive Policies</b></p> <p>We will cover you under Subsections 4 and 5 of Section A of your policy for loss or damage caused to a maximum of two vehicles whilst being carried on a vehicle transporter or a trailer provided:</p> <ul style="list-style-type: none"> <li>• the transporter or trailer was designed for such a purpose</li> <li>• any trailer is attached securely to the transporting vehicle in line with the manufacturer's recommendations</li> <li>• the vehicle(s) in transit are securely attached to the vehicle transporter or trailer in line with the manufacturer's recommendations.</li> </ul> <p>We will either:-</p> <ul style="list-style-type: none"> <li>• repair or replace the vehicle(s); or</li> <li>• pay you an amount of money.</li> </ul> <p><b>The most we will pay</b></p> <p>The most we will pay under this Subsection is:-</p> <ul style="list-style-type: none"> <li>• the trade market value of the vehicle(s) immediately before the loss or damage; or</li> <li>• the vehicles in transit indemnity limit shown in your schedule</li> </ul> <p>whichever is less.</p> <p><b>We will not cover you for theft under this Subsection:-</b></p> <ul style="list-style-type: none"> <li>• unless the vehicle being used to transport the vehicle(s) in transit is stolen at the same time</li> <li>• if the vehicle transporter is loaded and left unattended or parked at your home address overnight.</li> </ul> <p>A claim under this Subsection will affect your No-Claim Bonus. Any claim under this Subsection will be subject to any policy excess(s).</p>

Endorsements continued on the next page.

## Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).
034	<p><b>Vehicles In Transit Cover – Third Party Fire &amp; Theft Policies</b></p> <p>We will cover you under Subsection 5 of Section A of your policy for loss or damage caused to a maximum of two vehicles whilst being carried on a vehicle transporter or a trailer provided:</p> <ul style="list-style-type: none"> <li>• the transporter or trailer was designed for such a purpose</li> <li>• any trailer is attached securely to the transporting vehicle in line with the manufacturer's recommendations</li> <li>• the vehicle(s) in transit are securely attached to the vehicle transporter or trailer in line with the manufacturer's recommendations.</li> </ul> <p>We will either:-</p> <ul style="list-style-type: none"> <li>• repair or replace the vehicle(s); or</li> <li>• pay you an amount of money.</li> </ul> <p><b>The most we will pay</b></p> <p>The most we will pay under this Subsection is:-</p> <ul style="list-style-type: none"> <li>• the trade market value of the vehicle(s) immediately before the loss or damage; or</li> <li>• the vehicles in transit indemnity limit shown in your schedule</li> </ul> <p>whichever is less.</p> <p><b>We will not cover you for theft under this Subsection:-</b></p> <ul style="list-style-type: none"> <li>• unless the vehicle being used to transport the vehicle(s) in transit is stolen at the same time</li> <li>• if the vehicle transporter is loaded and left unattended or parked at your home address overnight.</li> </ul> <p>A claim under this Subsection will affect your No-Claim Bonus. Any claim under this Subsection will be subject to any policy excess(s).</p>
035	<p><b>Trailer Cover – £(amount)</b></p> <p>Subsection 3 of Section A of your insurance is extended to provide cover for trailers in your care, custody or control.</p> <p>We will either:</p> <ul style="list-style-type: none"> <li>• repair or replace the trailer; or</li> <li>• pay you the amount shown in this endorsement</li> </ul> <p>whichever is less.</p>

## Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).
036	<p><b>Articulated Trailer Cover</b></p> <p>If your vehicle is an articulated vehicle, Section A of your insurance provides the cover shown in your schedule to:-</p> <ul style="list-style-type: none"> <li>• any trailer attached to the vehicle; or</li> <li>• any trailer detached from the vehicle if the trailer is kept on your premises and the premises are securely locked overnight.</li> </ul> <p>Cover is restricted to trailers in your care, custody or control and the most we will pay under this Subsection is:-</p> <ul style="list-style-type: none"> <li>• the trade market value of the trailer immediately before the loss or accident (including spare parts and accessories); or</li> <li>• the indemnity limit shown in the endorsement whichever is less.</li> </ul>
037	<p><b>Limited Vehicle Cover</b></p> <p>Policy cover is limited to Third Party Only in respect of the following vehicle(s):- (Vehicle Registration Number(s))</p>
038	<p><b>Increased Vehicle Excess – £500</b></p> <p>We will not pay the amount shown above for the first part of any claim you make under Subsections 4 and 5 of Section A of your policy booklet, for the following vehicle:- (Vehicle Registration Number(s)). This excess applies in addition to all other excesses under your policy.</p>
039	<p><b>Increased Vehicle Excess – £1000</b></p> <p>We will not pay the amount shown above for the first part of any claim you make under Subsections 4 and 5 of Section A of your policy booklet, for the following vehicle:- (Vehicle Registration Number(s)). This excess applies in addition to all other excesses under your policy.</p>
040	<p><b>Increased Vehicle Excess – £1500</b></p> <p>We will not pay the amount shown above for the first part of any claim you make under Subsections 4 and 5 of Section A of your policy booklet, for the following vehicle:- (Vehicle Registration Number(s)). This excess applies in addition to all other excesses under your policy.</p>

Endorsements continued on the next page.

## Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).
041	<p><b>Increased Vehicle Excess – £2000</b></p> <p>We will not pay the amount shown above for the first part of any claim you make under Subsections 4 and 5 of Section A of your policy booklet, for the following vehicle:- (Vehicle Registration Number(s)). This excess applies in addition to all other excesses under your policy.</p>
042	<p><b>Foreign Travel</b></p> <p>We will extend your insurance cover to apply in the following countries for up to 30 days in any one insurance year:</p> <ol style="list-style-type: none"> <li>1. Any member of the European Union</li> <li>2. Andorra</li> <li>3. Iceland</li> <li>4. Lichtenstein</li> <li>5. Norway</li> <li>6. Serbia</li> <li>7. Switzerland</li> </ol> <p>Cover is also provided while your vehicle is being transported to and from these countries by rail or by a recognised sea route which takes less than 65 hours. You must tell your insurance adviser before you travel. In the event of a claim involving a journey that should have been disclosed to Underwriters and was not we may at our option:</p> <ul style="list-style-type: none"> <li>• repudiate cover</li> <li>• deal with any third party claim</li> <li>• deal with any third party claim and pursue you or the driver for recovery of our outlay</li> <li>• apply a retrospective additional premium</li> <li>• apply a retrospective excess</li> </ul> <p>If you stay abroad for more than 30 days your cover will be reduced to the amount needed by law in that particular country or the amount needed by law in this country when that cover is higher.</p>
043	<p><b>Excluding drivers under 25 or over 70 and drivers with less than 2 years' experience</b></p> <p>We will not provide any cover if your vehicle is being driven by, or is in charge of:</p> <ol style="list-style-type: none"> <li>a) any person under 25 years of age, or</li> <li>b) any person over 70 years of age</li> </ol> <p>Regardless of age, any person who has not held an appropriate full driving licence issued in Great Britain, Northern Ireland, the Isle of Man or in the Channel Islands for at least 2 years is also excluded.</p>

## Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).
044	<p><b>Excluding drivers under 25 or over 70 and drivers with less than 2 years' experience other than named and approved</b></p> <p>We will not provide any cover if your vehicle is being driven by, or is in charge of:</p> <ul style="list-style-type: none"> <li>a) any person under 25 years of age, or</li> <li>b) any person over 70 years of age</li> </ul> <p>Regardless of age, any person who has not held an appropriate full driving licence issued in Great Britain, Northern Ireland, the Isle of Man or in the Channel Islands for at least 2 years is also excluded.</p> <p>Other than any person named against this endorsement.</p>
045	<p><b>Glass Damage Limit – £(Amount)</b></p> <p>This insurance includes cover for glass under Subsection 10 of Section A of your policy booklet up to the amount shown above.</p>
046	<p><b>Warranted Ground Anchor</b></p> <p>Subsection 5 of Section A of your policy will not cover theft or attempted theft of your motorcycle/scooter while it is left unattended at your home address or at any other address which we have agreed, unless your motorcycle/scooter is secured by an approved ground anchor (ABI Thatcham 3).</p>
047	<p><b>Fixtures and Fittings</b></p> <p>If your vehicle has been modified from the manufacturer's standard specification and you provide full details of these modifications before we agree to cover we will cover you, under Subsections 4 and 5 of Section A, for loss or damage to the declared fixtures and fittings permanently attached to your vehicle and only removable by mechanical means.</p> <p><b>The most we will pay</b></p> <p>The most we will pay under this Subsection is:-</p> <ul style="list-style-type: none"> <li>• the trade market value immediately before the loss or damage; or</li> <li>• the indemnity limit shown in your schedule</li> </ul> <p>whichever is less.</p> <p><b>We will not cover you if the equipment:-</b></p> <ul style="list-style-type: none"> <li>• is not permanently attached to your vehicle; and</li> <li>• is removable by non-mechanical means.</li> </ul> <p>A claim under this Subsection will affect your No-Claim Bonus.</p> <p>Any claim under this Subsection will be subject to any policy excess(es).</p>

Endorsements continued on the next page.

## Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).
048	<p><b>Additional UK Road Traffic Acts Provision</b></p> <p>Subsection 1 of Section A of your policy booklet is extended to include Road Traffic Act's liability in respect of road sections of rallies and/or trials up to and including those held on a UK International permit.</p>
049	<p><b>Additional Overseas Road Traffic Acts Provision</b></p> <p>Subsection 1 of Section A of your policy booklet is extended to include Road Traffic Act's liability, or the minimum cover required by law in any EU country, Croatia, Iceland, Liechtenstein, Norway, or Switzerland in respect of road sections of rallies and/or trials up to and including International rallies whose permit has been issued by the National Sporting Authority in any of the aforementioned countries.</p>
050	<p><b>TPPD Indemnity Limit of £5m</b></p> <p>The cover provided under Subsection 1 of Section A of your policy booklet is increased to £5,000,000 for damage to other people's property arising from any one claim of series of claims arising out of one cause.</p>
051	<p><b>Motorcycle Powered Vehicles In Transit Cover - Comprehensive Policies</b></p> <p>We will cover you under Subsections 4 and 5 of Section A of your policy for loss or damage caused to a maximum of four motorcycle powered vehicles whilst being carried on or within a vehicle transporter or a trailer provided:-</p> <ul style="list-style-type: none"> <li>• the transporter or trailer was designed for such a purpose</li> <li>• any trailer is attached securely to the transporting vehicle in line with the manufacturer's recommendations</li> <li>• the vehicle(s) in transit are securely attached to the vehicle transporter or trailer in line with the manufacturer's recommendations.</li> </ul> <p>We will either:-</p> <ul style="list-style-type: none"> <li>• repair or replace the motorcycle powered vehicle(s); or</li> <li>• pay you an amount of money.</li> </ul> <p><b>The most we will pay:-</b></p> <p>The most we will pay under this Subsection is:-</p> <ul style="list-style-type: none"> <li>• the trade market value of the motorcycle powered vehicle(s) immediately before the loss or damage; or</li> <li>• the vehicles in transit indemnity limit shown in your schedule whichever is less.</li> </ul> <p><b>We will not cover you for theft under this Subsection:-</b></p> <ul style="list-style-type: none"> <li>• unless the vehicle being used to transport the vehicle(s) in transit is stolen at the same time</li> <li>• if the vehicle transporter is loaded and left unattended or parked at your home address overnight.</li> </ul> <p>A claim under this Subsection will affect your No-Claim Bonus. Any claim under this Subsection will be subject to any policy excess(es).</p>



## Endorsements (continued)

<p>Endorsement Number</p>	<p>These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).</p>
<p>052</p>	<p><b>Motorcycle Powered Vehicles In Transit Cover - Third Party Fire and Theft Policies</b></p> <p>We will cover you under Subsections 5 of Section A of your policy for loss or damage caused to a maximum of four motorcycle powered vehicles whilst being carried on or within a vehicle transporter or a trailer provided:-</p> <ul style="list-style-type: none"> <li>• the transporter or trailer was designed for such a purpose</li> <li>• any trailer is attached securely to the transporting vehicle in line with the manufacturer's recommendations</li> <li>• the vehicle(s) in transit are securely attached to the vehicle transporter or trailer in line with the manufacturer's recommendations.</li> </ul> <p>We will either:-</p> <ul style="list-style-type: none"> <li>• repair or replace the motorcycle powered vehicle(s); or</li> <li>• pay you an amount of money.</li> </ul> <p><b>The most we will pay:-</b></p> <p>The most we will pay under this Subsection is:-</p> <ul style="list-style-type: none"> <li>• the trade market value of the motorcycle powered vehicle(s) immediately before the loss or damage; or</li> <li>• the vehicles in transit indemnity limit shown in your schedule</li> </ul> <p>whichever is less.</p> <p><b>We will not cover you for theft under this Subsection:-</b></p> <ul style="list-style-type: none"> <li>• unless the vehicle being used to transport the vehicle(s) in transit is stolen at the same time</li> <li>• if the vehicle transporter is loaded and left unattended or parked at your home address overnight.</li> </ul> <p>A claim under this Subsection will affect your No-Claim Bonus. Any claim under this Subsection will be subject to any policy excess(es).</p>
<p>053</p>	<p><b>Amendment to Section A Exceptions to Subsections 4 and 5</b></p> <p>Exception r of Section A Exceptions to Subsections 4 and 5 does not apply to your policy.</p>

Endorsements continued on the next page.

## Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).																																
054	<p><b>Amended Value excess</b></p> <p>We will not pay the amount shown below for the first part of any claim you make under Subsections 4 and 5 of Section A of your policy booklet for a vehicle with a trade market value immediately before the claim of:</p> <table border="1" data-bbox="219 389 1039 628"> <thead> <tr> <th>Vehicle trade market value</th> <th>Excess</th> <th>Vehicle trade market value</th> <th>Excess</th> </tr> </thead> <tbody> <tr> <td>£30,001 - £39,999</td> <td>£150</td> <td>£100,000 - £124,999</td> <td>£1,000</td> </tr> <tr> <td>£40,000 - £49,999</td> <td>£250</td> <td>£125,000 - £149,999</td> <td>£1,250</td> </tr> <tr> <td>£50,000 - £59,999</td> <td>£350</td> <td>£150,000 - £174,999</td> <td>£1,500</td> </tr> <tr> <td>£60,000 - £69,999</td> <td>£450</td> <td>£175,000 - £199,999</td> <td>£1,750</td> </tr> <tr> <td>£70,000 - £79,999</td> <td>£550</td> <td>£200,000 - £224,999</td> <td>£2,000</td> </tr> <tr> <td>£80,000 - £89,999</td> <td>£650</td> <td>£225,000 - £250,000</td> <td>£2,250</td> </tr> <tr> <td>£90,000 - £99,999</td> <td>£750</td> <td></td> <td></td> </tr> </tbody> </table> <p>This excess applies in addition to all other excesses under your policy. We will not be responsible for any part of a claim which exceeds the indemnity limit shown in the schedule under 'vehicle indemnity limit'.</p>	Vehicle trade market value	Excess	Vehicle trade market value	Excess	£30,001 - £39,999	£150	£100,000 - £124,999	£1,000	£40,000 - £49,999	£250	£125,000 - £149,999	£1,250	£50,000 - £59,999	£350	£150,000 - £174,999	£1,500	£60,000 - £69,999	£450	£175,000 - £199,999	£1,750	£70,000 - £79,999	£550	£200,000 - £224,999	£2,000	£80,000 - £89,999	£650	£225,000 - £250,000	£2,250	£90,000 - £99,999	£750		
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055	<p><b>Immobilisation Warranty</b></p> <p>It is an express warranty of this insurance that any vehicle, with a trade market value greater than £30,000, is fitted with an electronic Thatcham Category 1 engine immobiliser. The immobiliser must be working in full and in effective operation whenever the vehicle is left unattended.</p>																																
056	<p><b>Tracking Device Warranty</b></p> <p>It is an express warranty of this insurance that any vehicle, with a trade market value greater than £50,000, is fitted with an operational proactive tracking device and the network subscriptions are paid up to date. In the event of the vehicle being stolen, the tracking device must be activated immediately by reporting the theft to both the local police and the tracking device network.</p>																																
057	<p><b>Restricted Cubic Capacity</b></p> <p>The person(s) named in this endorsement is restricted to vehicles not exceeding the above cc limit. Those vehicles must not be high performance, supercharged or altered/adapted in any way to give an increased performance beyond the manufacturer's standard performance: (Driver name(s))</p>																																

## Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).
058	<b>Restricted Driver</b> Cover provided for the driver(s) named in this endorsement is restricted to the vehicle specified in this endorsement: (Vehicle registration number) (Driver name(s))
059	<b>Restricted Vehicle</b> Cover provided for the vehicle named in this endorsement is restricted to the following driver(s): (Vehicle registration number) (Driver name(s))
061	<b>Indemnity Restricted by Driver</b> The level of indemnity provided for the driver(s) named in this endorsement is restricted to the amount shown above: (Driver name(s))

Endorsements continued on the next page.

## Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).
062	<p><b>Intruder Alarm Condition</b></p> <p>It is a condition of this policy that:</p> <ol style="list-style-type: none"> <li>1. your business premises are protected by an intruder alarm system which:             <ol style="list-style-type: none"> <li>a has been designed to European Standard EN50131;</li> <li>b incorporates a remote monitoring system or alarm receiving centre;</li> <li>c is installed by an intruder alarm company which is:                 <ol style="list-style-type: none"> <li>i UKAS accredited, or a member of an Alarm Inspectorate who is accredited by UKAS to EN45011 or EN45012;</li> <li>ii accredited and operate a quality management system in accordance with EN ISO 9000; and</li> <li>iii acceptable to the relevant Police Inspectorates &amp; Force Policies;</li> </ol> </li> <li>d is maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance, under the requirements of BS4737 or EN50131;</li> </ol> </li> <li>2. the intruder alarm system is set in its entirety whenever the business premises are left unoccupied;</li> <li>3. there is no alteration to, or substitution of:             <ol style="list-style-type: none"> <li>a any part of the intruder alarm system;</li> <li>b the maintenance contract;</li> <li>c the structure of your business premises or changes to the layout of your business premises which would affect the effectiveness of the intruder alarm system;</li> <li>d the procedures for Police or any other response to any activation of the intruder alarm system without our prior written agreement;</li> </ol> </li> <li>4. all keys to the intruder alarm system are removed from the business premises when the business premises are left unoccupied;</li> <li>5. you and each key-holder must:             <ol style="list-style-type: none"> <li>a keep secret the codes for the operation of the intruder alarm system; and</li> <li>b not leave the codes or details of the codes on the business premises.</li> </ol> </li> </ol> <p>Cover under this policy for Theft, Attempted Theft, Arson, Vandalism and the acts of malicious persons will not be provided at your premises if any part of this condition is not met.</p>
M45	<p><b>Corporate Manslaughter and Corporate Homicide Act 2007 - Unlimited cover</b></p> <p>The cover in relation to a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 provided under Subsection 2 (Road Risks Legal costs) is extended to provide unlimited costs in relation to any one claim or series of claims arising from one cause.</p>

## Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).
M46	<b>Corporate Manslaughter and Corporate Homicide Act 2007 - £10m cover</b> The cover in relation to a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 provided under Subsection 2 (Road Risks Legal costs) is extended to provide costs up to £10m in relation to any one claim or series of claims arising from one cause.
M47	<b>Corporate Manslaughter and Corporate Homicide Act 2007 - Cover removed</b> The cover in relation to a prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007 provided under Subsection 2 (Road Risks Legal costs) is removed from your policy.
N44	<b>Restricted Cover Removal (Section 1)</b> The restriction imposed under Section A by Exceptions to Subsection 1 (g) (Liability to others) that cover does not apply in or on the business or within a one kilometre radius of the business premises is removed for your policy and Section 1 does apply in these areas.
N45	<b>Restricted Cover Removal (Sections 4 &amp; 5)</b> The restriction imposed under Section A by Exceptions to Subsections 4 & 5 (r) (Damage to your vehicle and Loss or damage to your vehicle by fire or theft) that cover does not apply in or on the business or on a road at or within a one kilometre radius of the business premises is removed for your policy and Sections 4 & 5 do apply in these areas.
N59	<b>Vehicle Transporter Definition – (No.) vehicles can be carried</b> The requirement for any vehicle transporter to carry no more than two vehicles (as defined in point 4 of Your vehicle under Definitions and shown on your Certificate of Motor Insurance) is amended for your policy and the number of vehicles that a vehicle transporter can carry is as shown above.
P55	<b>Use in Eire</b> You are covered to use your vehicle in Eire.
R05	<b>Damage excess - £(amount)</b> We will not pay the amount shown above for the first part of any claim you make under Subsection 4 of Section A of your policy booklet. This amount is in addition to the excesses shown in Subsection 6 of Section A.
R82	<b>Fire and Theft excess - £(amount)</b> We will not pay the amount shown above for the first part of any claim you make under Subsection 5 of Section A of your policy booklet.

Endorsements continued on the next page.

## Endorsements (continued)

<p>Endorsement Number</p>	<p>These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).</p>
<p>T01</p>	<p><b>Injuries to Partners or Proprietors Clause</b></p> <p>In respect of Section B Garage Liability Subsection 1 Employer's Liability we agree to include partners in, or proprietors of the Business in the definition of 'Employee' in the insurance. We will only pay claims in accordance with the terms, conditions, exceptions, limits of liability and endorsements of the insurance and where:-</p> <ol style="list-style-type: none"> <li>1. the injury giving rise to the claim is sustained by a partner or proprietor whilst working in connection with the business and</li> <li>2. an employee of yours or another partner in, or proprietor of, the business is legally liable for the injury.</li> </ol> <p>In all other respects the terms, conditions, exceptions, limits of liability and endorsements of the insurance apply.</p>
<p>T02</p>	<p><b>Inclusion of Exports to North America</b></p> <p>Exception (e) of Section B Garage Liability Subsection 3 Sales and Service Liability is deleted.</p>
<p>T03</p>	<p><b>North America Jurisdiction Extension Clause</b></p> <p>Under Section B Garage Liability, we will indemnify you against your legal liability, as defined by each Subsection of Section B of the insurance, as indicated in the schedule, arising out of the business, to pay compensatory damages (including claimants' costs, fees and expenses) in accordance with the laws of the United States of America or Canada.</p> <p>We will indemnify you for any judgement made within countries that operate under the laws of the United States of America or Canada.</p> <p>In respect of any liability arising under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such a judgement or settlement either in whole or in part) the following conditions apply:-</p> <ol style="list-style-type: none"> <li>1. we will not cover any claims arising out of pollution or gradual contamination.</li> <li>2. the limit of liability is as stated in the schedule for North America jurisdiction and will be inclusive of claimants costs, fees and expenses and defence costs.</li> </ol> <p>We shall not be liable for the amount of the North America jurisdiction excess stated in the schedule.</p> <p>Exception (e) of Section B Garage Liability Subsection 3 Sales and Service Liability is deleted.</p> <p>In all other respects the terms, conditions, exceptions, limits of liability and endorsements of the insurance apply.</p>

## Endorsements (continued)

Endorsement Number	These are the full wordings of all endorsements, please refer to your schedule to see which endorsements apply to your policy. Your schedule will show the details of vehicles, values or drivers which apply to the relevant endorsement(s).
T04	<p><b>Financial Loss Extension Clause – ‘Claims Made’ Cover</b></p> <p>Section B Garage Liability Subsection 3 Sales and Service Liability is extended to include compensation payments that have to be made for financial loss first made in writing against you and notified to us during the period of insurance, but only arising out of, or in connection with, a product or completed work.</p> <p>In addition to those exceptions applicable to Subsection 3 of Section B of this insurance the following exceptions apply to this extension.</p> <p>We will not cover claims arising out of:-</p> <ol style="list-style-type: none"> <li>1. injury or damage,</li> <li>2. your failure to take reasonable steps to prevent financial loss,</li> <li>3. circumstances notified to previous insurers or known to you at the inception of this extension which may give rise to a claim for financial loss,</li> <li>4. any act or alleged act of fraud, dishonesty, deceit or injurious falsehood or passing off or infringement or patent, copyright, trademark or trade name, libel or slander,</li> <li>5. claims arising out of your insolvency or in respect of financial loss sustained by your shareholders, stockholders, or employees in their capacity as such.</li> </ol> <p>In respect of any payments that have to be made for financial loss:-</p> <ol style="list-style-type: none"> <li>1. We will not pay more than the financial loss limit of liability stated in the schedule for compensatory damages (including claimants, costs, fees and expenses) for all claims made against you during the period of insurance.</li> <li>2. We shall not be liable for the amount of the financial loss excess stated in the schedule.</li> </ol> <p>In all other respects the terms, conditions, exceptions, limits of liability and endorsements of the insurance apply.</p>
T05	<p><b>Motorsports Events Condition</b></p> <p>This Motorsports Events Condition applies only to Section B Garage Liability. In respect of Section B Garage Liability only General Exception D is deleted.</p> <p>If there is other insurance (including insurance arranged by/via a motorsports governing body to cover your liability arising from a motorsports event or other activities) in force (or would have been in force if our insurance did not exist and you had complied with all the terms of the other insurance) which covers the same loss, damage or liability as our insurance, we will only pay any amount over that provided by the other insurance. This condition does not make us responsible for any amount we would not otherwise have paid under this insurance. In all other respects the terms, conditions, exceptions, limits of liability and endorsements of the insurance apply.</p>









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