



[Excelerator]

Policy

Motor Trade Insurance

Arranged by

Compucar

Underwritten by

ROYAL &  SUNALLIANCE

CUSTOMER INFORMATION

Data Protection Notice

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

We are required to send you this information to comply with current Data Protection legislation. It explains how we may use your details and tells you about the systems we have in place that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums and products competitive.

Data Protection Act 1998

All personal information supplied by you will be treated in confidence by CompuCar Limited and the Royal & Sun Alliance Insurance Group of companies and will not be disclosed to any third parties except where your consent has been received or where permitted by law. In order to provide you with products and services this information will be held in data systems of CompuCar Limited and the Royal & Sun Alliance Insurance Group of companies or our agents or subcontractors.

The Royal & Sun Alliance Insurance Group of companies may pass your personal data to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect your personal data, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which you provided it. Details of the companies and countries involved can be provided to you on request.

Motor Insurance Database

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If you are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant policy information.

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

You can find out more about this from your insurer, or at www.miic.org.uk.

Fraud Prevention, Detection & Claims History

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these agencies and databases to:
 - Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household
 - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
 - Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases we access or contribute to (see below).

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI).

The aim is to help us to check information provided and also to prevent fraudulent claims. When we deal with a request for insurance, we may search these registers.

Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

How to contact us

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to Data Protection Liaison Officer, Customer Relations Office, Royal & SunAlliance, Bowling Mill, Dean Clough Industrial Park, Halifax HX3 5WA
Or Telephone 0800 107 6160

Excelerator Policy

The Insurers will provide insurance within the terms of this Policy for Injury or Damage occurring during the Period of Insurance which shall include any subsequent period for which the Insurers may accept payment for the renewal of this Policy.

The Schedules and any Endorsements are incorporated into and form part of this Policy.

The Proposal and Declaration and any premium payment application made by the Policyholder are the basis of and form part of this Policy.

Signed for the Insurers

Underwritten by
Royal & Sun Alliance Insurance plc
BRANCH ADDRESS

IMPORTANT

This policy (and the schedule which forms an integral part of the policy) is a legal contract. Please examine it thoroughly to ensure it meets your requirements. If it does not please advise your insurance adviser immediately.

We would remind you that you are required to inform us immediately of any facts or changes which we would take into account in our assessment or acceptance of this insurance. Failure to do so may invalidate your Policy or result in certain covers not operating fully. If you are in any doubt as to whether a fact is material or not, please contact your insurance adviser.

Law Applicable Clause

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

Below are listed the Sections of this Policy. Your Policy Schedule will indicate which Sections you are insured against and when read in conjunction with this Policy will provide you with precise details of your insurance protection.

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Policy Definitions

The words listed below carry the same meaning wherever they appear in the Policy if they commence with a capital letter and their meaning is not varied by a Definition in a particular Section.

All Other Contents	Includes the following insofar as they are not otherwise or more specifically insured <ul style="list-style-type: none">a) money and stamps for an amount not exceeding £500 and National Insurance Stampsb) documents manuscripts business books patterns models moulds plans and designs and computer systems records
Buildings	Buildings situated at the Premises including: <ul style="list-style-type: none">a) landlord's fixtures and fittings therein and thereonb) foundationsc) canopies walls gates and fences around and pertaining theretod) outbuildings annexes extensions and appurtenances adjoining or communicating therewith including paved concrete or asphalt forecourts but excluding property more specifically insured
Business	The occupation stated in the Policy Schedule and including the provision of catering social sport and welfare facilities for Employees' fire first-aid and ambulance services and private work undertaken with the consent of the Policyholder by an Employee for a director partner or Employee of the Policyholder
Computer Equipment	Personal computers keyboards VDUs and printers dedicated word processing equipment multi - user small business computers facsimile machines photo copiers and telecommunication equipment
Customer's Vehicle	A Motor Vehicle belonging to a customer of the Policyholder temporarily in the custody of the Policyholder for repair service or maintenance at the Policyholder's premises.
Damage	Loss destruction or damage
Employee	<ul style="list-style-type: none">a) any person under a contract of service or apprenticeship with the Policyholder orb) any working partner or directorc) any person supplied to or hired or borrowed by the Policyholder while engaged in the course of the Businessd) any work experience student or youth training scheme participant whilst engaged in the course of the Business within the Territorial Limits
Forecourt Facility	Any fuel installation oil pump tank cabinet air or water tower vehicle washing installation or vending machine (but not the contents of any of these items) in or on the Premises

General Contents	Business equipment fixtures fittings furniture machinery external blinds signs Forecourt Facilities and All Other Contents (including personal effects or tools belonging to the Policyholder or any director partner customer or Employee of the Policyholder) in or on the Premises described the property of the Policyholder or held by him in trust and for which he is responsible excluding <ul style="list-style-type: none"> a) landlord's fixtures and fittings b) stock and materials in trade c) property more specifically insured
Injury	bodily injury including death and disease Note: In respect of Section 7 Public Liability this definition is amended to read bodily injury including death and disease wrongful arrest or false imprisonment
Insurers	Royal & SunAlliance
Money	Cash Bank notes Cheques Girocheques Bankers' Drafts Money Orders Postal Orders Bills of Exchange unused Postage Stamps National Insurance Stamps National Savings Stamps and Certificates Holidays with Pay Stamps Credit Company Sales Vouchers VAT Purchase invoices Customer Redemption Vouchers and unused units in franking machines all the Policyholder's own or for which he is legally responsible and Trading Stamps and Luncheon Vouchers the Policyholder's own only while in his custody
Policyholder	Any person partnership or company registered in Great Britain Northern Ireland the Isle of Man or the Channel Islands and described in the Schedule
Pollution or Contamination	a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and b) all Injury Damage or Financial Loss directly or indirectly caused by such pollution or contamination
Premises	That part of the Buildings situated at the address or addresses shown in the Schedule and occupied by the Policyholder for the purpose of the Business
Products	Goods (including containers and packaging) not in the custody or control of the Policyholder sold or supplied by the Policyholder in connection with the Business from any premises within the Territorial Limits and any error in connection with the sale supply or presentation of such goods.
Property	Material property (excluding Vehicles)
Repair Servicing or Maintenance	Includes: <ul style="list-style-type: none"> a) the pre-delivery check of new Vehicles as required by the manufacturers and the fitting of additional accessories to such new Vehicles b) the examination of Vehicles in accordance with the Motor Vehicles (Tests) Regulations

Stock	Stock and materials in trade excluding Vehicles the property of the Policyholder or held by him in trust or on commission and for which he is responsible and excluding property more specifically insured
Stock of Vehicles	Stock of Vehicles in or on the Premises or on land belonging to or in the custody or control of the Policyholder including the private premises of the Policyholder or any director partner or Employee of the Policyholder or at any other place at which the Policyholder is engaged in the course of the Business not being Premises belonging to or in the custody or control of the Policyholder
Territorial Limits	<p>Great Britain, Northern Ireland the Isle of Man the Channel Islands or the Republic of Ireland and also</p> <p>a) in respect of liability arising from the use of a Vehicle in any country which is a member of the European Community and in any other country in respect of which the European Union is satisfied that the arrangements have been made to meet the requirements of Article 7 (2) of the E.C. Directive on Insurance of Civil Liabilities arising from the Use of Motor Vehicles (No.72/166/EEC as amended) but only so far as liability which is compulsorily insurable in such country is concerned including costs and expenses incurred with the Insurers consent</p> <p>b) in respect of liability arising otherwise than from the use of a Vehicle anywhere in the world in respect of Injury to or the acts or omissions of persons normally resident in Great Britain Northern Ireland the Isle of Man the Channel Islands and the Republic of Ireland but temporarily engaged in the Business outside such territories or Injury or Damage caused by Products</p> <p>c) in respect of Vehicles in transit by sea between Great Britain Northern Ireland the Isle of Man the Channel Islands or the Republic of Ireland</p>
Vehicle	<p>a) any motor vehicle trailer or agricultural implement belonging to or hired to or leased to the Policyholder or in his custody or control in the course of the Business or in the custody or control of any sub-contractor of the Policyholder not being</p> <p style="margin-left: 20px;">i) a steam-driven vehicle</p> <p style="margin-left: 20px;">ii) a goods carrying vehicle while being used for hire or reward (other than for demonstration tuition or driving tests) unless such has been notified to the Insurers and accepted by them</p> <p>b) any vehicle (mechanically propelled or otherwise) attached to a motor vehicle for the purposes of being towed or on a motor vehicle or trailer described in paragraph a) above</p> <p style="margin-left: 20px;">including accessories or spare parts thereon relating to such vehicles</p>

Section 1 – Road Risks

This Section is only operative if shown as such in the Schedule

In respect of a Vehicle being used on a road within the meaning of the Road Traffic Acts or elsewhere not in or on the Premises or on land belonging to or in the custody or control of the Policyholder and within the Territorial Limits

A Cover

Damage to Vehicles

If a Vehicle sustains Damage the Insurers will indemnify the Policyholder by at their own option repairing or replacing the Vehicle or paying the amount of such Damage

Liability to the Public

The Insurers will subject to the Limits of Liability in the Schedule indemnify the Policyholder against legal liability for damages and claimant's costs and expenses incurred in respect of

- a) Injury to any person including passengers
- b) Damage to Property

arising in connection with the use of a Vehicle (including loading and unloading of a Vehicle)

Provided that the total amount payable by the Insurers in respect of any of the Covers irrespective of the number of parties insured by this Section having a claim under this Section in respect of such Covers shall not exceed in the whole the stated Limit of Liability

For the purpose of any stated Limit of Liability all of the parties insured under this Section shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Insurers and the Policyholder both as defined herein

B Additional Cover

New Vehicle Concession (Comprehensive Only)

Policyholder's Own Vehicles 1 If within one year of registration as new any vehicle owned and registered in the Policyholder's name and not held for sale is

- a) lost by theft and not recovered or
- b) damaged to the extent that the cost of repairs will exceed 60% of the manufacturer's recommended retail price plus taxes immediately prior to such damage and the claim is settled as a total loss

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

Provided that

- i) the Policyholder requests it
- ii) such a replacement is available
- iii) cover in the Schedule is shown to be Comprehensive
- iv) the total payment will be limited to a maximum of £5,000 above the amount payable under Paragraph A Cover of this Section

Vehicles Held for Sale	<p>2 If a new vehicle held for sale by the Policyholder is damaged to the extent that it necessitates</p> <p>a) a declaration to a prospective purchaser and</p> <p>b) a discount to effect a sale</p> <p>the Insurers will consider such discount as forming part of the claim</p> <p>Provided that</p> <p>i) cover in the Schedule is shown to be Comprehensive</p> <p>ii) the Insurers have agreed the level of discount necessary to effect the sale and</p> <p>ii) the total payment will be limited to a maximum of £5,000 per vehicle</p>
Personal Clothing Effects and Trade Samples	<p>If Personal Clothing or Effects or Trade Samples sustain Damage while in or on the Vehicle by fire theft attempted theft or accident the Insurers will indemnify the Policyholder or if the Policyholder so wishes the owner of the property by paying in cash the amount of the Damage up to £1,000 in all for any one occurrence The receipt of the owner of the property shall be a discharge of the claim</p> <p>Provided that</p> <p>The Insurers shall not be liable for</p> <p>a) money stamps tickets documents or securities</p> <p>b) theft of any property carried in an open or convertible car unless in a locked boot or locked glove compartment</p>
Foreign Use	<p>The Territorial Limits are extended for up to 30 days in any one Period of Insurance to include</p> <p>a) any other member country of the European Community</p> <p>b) Austria Czech Republic Finland Hungary Norway Slovakia Sweden or Switzerland</p> <p>and in the course of transit between any of these territories provided that such transit shall be a recognised sea passage of not longer than 65 hours under normal circumstances</p> <p>Provided that the Insurers are informed in advance of any trips to these territories and the Schedule has been endorsed to note that cover is in force</p>
Compensation for Loss of Use - Customer's Vehicles	<p>Following Damage insured by this Section to a Customer's Vehicle the Insurers will indemnify the Policyholder in respect of his legal liability to pay compensation for loss of use of such Vehicle</p>
Recovery and Redelivery	<p>Following Damage to a Vehicle insured by this Section the Insurers will pay the reasonable cost of</p> <p>a) protection or removal of a Vehicle (if disabled) to the nearest competent repairer</p> <p>b) delivery after repair or after recovery of a Vehicle to the Premises</p>

Authority to Repair

Following Damage insured by this Section to a Vehicle the Policyholder may authorise the repair of such Vehicle provided that a detailed estimate of the cost is sent to the Insurers immediately

Contingent Liability

The Insurers will also indemnify the Policyholder and no other person against legal liability in the terms of this Section in respect of Injury or Damage arising in connection with the use of any motor vehicle

- a) not belonging to or hired or leased to or provided by the Policyholder and being used in the course of the Business

or

- b) which has been

- i) loaned by the Policyholder to a customer

- ii) hired by the Policyholder to a customer

while such Customer's Vehicles are in the Policyholder's hands for Repair Servicing or Maintenance

but the Insurers shall not be liable in respect of any sum which the Policyholder shall become legally liable to pay by reason of his having caused or permitted a Vehicle to be used without insurance complying with the Road Traffic Acts

but excluding Damage to any such Vehicle

Indemnity to persons other than the Policyholder

In respect of any occurrence which may be the subject of indemnity under this Section the Insurers will also indemnify

- a) any person entitled to drive or use a Vehicle under the terms of the Certificate of Motor Insurance or any other person driving a Vehicle with the consent of the Policyholder when a licence is not required by law
- b) any passenger in a Vehicle other than the driver
- c) if the Policyholder so requests any director or Employee in respect of liability for which the Policyholder would have been entitled to indemnify if the claim had been made against him
- d) any officer or member of the Policyholder's canteen social sports or welfare organisations and fire first aid and ambulance services
- e)
 - i) any principal for whom the Policyholder is carrying out a contract for the performance of work
 - ii) the owner of Plant hired by the Policyholder

but only to the extent required by the contract conditions

- f) the legal personal representatives of any person entitled to indemnity in respect of liability incurred by that person

If the Insurers are liable to indemnify more than one party the total amount of indemnity to all such parties including the Policyholder shall not exceed the Limits of Liability in the Schedule

Provided that the Insurers shall not be liable to indemnify

- i) any person driving a Vehicle unless that person holds a licence to drive the Vehicle or has held and is not disqualified from holding or obtaining such a licence
- ii) any person not driving a Vehicle but claiming indemnity if to his knowledge the person driving does not hold a licence to drive the Vehicle unless he has held and is not disqualified for holding or obtaining such a licence

Emergency Treatment The Insurers will indemnify any person using a Vehicle against liability under the Road Traffic Acts to pay for Emergency Treatment fees

Rallies Competitions and Trials While a Vehicle is used in a competition rally or trial this insurance shall be restricted to those liabilities for which insurance is compulsory by road traffic legislation This limitation shall not apply in respect of any event organised for the purpose of encouraging road safety in which the route shall not exceed 100 miles and no merit is attached to a competitor's performance on the road except in relation to good road behaviour and compliance with the Highway Code If such event includes driving tests the driving area shall not exceed 100 metres square and no test shall be timed

Unauthorised Use Notwithstanding 1a of Exceptions to A Cover - Damage to Vehicles and Liability to the Public in Paragraph D Exceptions the Insurers will indemnify the Policyholder and no other person while the Vehicle is being driven without the Policyholder's consent by any person in the Policyholder's employ

Costs and Expenses The Insurers will pay in respect of any event which may be the subject of indemnity under this Section in addition to the Limits of Liability in the Schedule

- a) solicitors' fees for representation at any Coroner's inquest or fatal inquiry or Court of Summary Jurisdiction
- b) costs and expenses incurred with their written consent
- c) the costs of defence against a charge of manslaughter or causing death by dangerous driving

Compensation for Court Attendance In the event of any of the undermentioned persons attending court as a witness at the request of the Insurers in connection with a claim in respect of which the Policyholder is entitled to indemnity under this Section the Insurers will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required

- a) any director or partner of the Policyholder £500
- b) any Employee £250

C Restrictions to Cover

- Non-Comprehensive**
- a) If the Section cover in the Schedule is stated to be Third Party Fire and Theft the Insurers shall be liable under sub-section A Damage to Vehicles only for Damage caused by fire lightning explosion theft or attempted theft or by the taking away of a Vehicle without the consent of the Policyholder and sub-section A Damage to Vehicles shall be read accordingly
- or
- b) if the Section cover in the Schedule is stated to be Third Party only the Insurers shall not be liable for Damage to Vehicles and sub-section A Damage to Vehicles is cancelled

Accidental Damage Excess The Insurers shall not be liable for the amount shown in the Schedule in respect of Damage to a Vehicle

Provided that

this Restriction in Cover shall not apply in respect of Damage to a Vehicle caused by

- i) fire lightning explosion theft or attempted theft or the taking away of the Vehicle without the Policyholder's consent
- ii) the breakage of windscreens or windows where this is the only Damage to the Vehicle other than scratching of bodywork resulting from the breakage

Further Accidental Damage Excess for Young or Inexperienced Drivers The Insurers shall not be liable for the further amount shown in the Schedule in respect of Damage to a Vehicle while such Vehicle is being driven by or is for the purpose of being driven in the charge of any person who

- a) is under 21 years of age
- b)
 - i) is under 25 but not under 21 years of age or
 - ii) holds a provisional licence to drive or has held a full licence to drive a Vehicle of the same class as the Vehicle for less than 12 months or
 - iii) does not hold a licence to drive but is driving in circumstances where a licence is not required by law

Fire/Theft and Windscreen Damage Excess The Insurers shall not be liable for the amount shown in the Schedule in respect of Damage to a Vehicle caused by fire lightning explosion theft or attempted theft or the taking away of the Vehicle without the Policyholder's consent or the breakage of windscreens or windows

D Exceptions

Exceptions to A Cover - Liability to the Public The Insurers shall not be liable in respect of

- 1 Injury or Damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with loading or unloading of a Vehicle by any person other than the driver or attendant
- 2 Damage to Property
 - a) belonging to or in the custody or control of the Policyholder or any person claiming indemnityor
 - b) in the custody or control of any director partner or Employee

but this Exception shall not apply to liability incurred by the Policyholder for

- i) Damage to the contents of a Customer's Vehicle
- ii) Damage to directors' partners' or Employees' personal effects

- Exceptions to A Cover - Damage to Vehicles and Liability to the Public**
- 1 The Insurers shall not be liable in respect of Injury or Damage arising while a Vehicle is
 - a) being used with the consent of the Policyholder or of his representative otherwise than in accordance with the Limitations as to Use in the Certificate of Motor Insurance
 - b) being driven by the Policyholder unless he holds a licence to drive such Vehicle or has held and is not disqualified from holding or obtaining such a licence
 - c) being driven with the consent of the Policyholder or his representative by any person
 - i) who is not specified in the Certificate of Motor Insurance
 or
 - ii) who the Policyholder or his representative knows does not hold a licence to drive the Vehicle unless he has held and is not disqualified for holding or obtaining such a licence

Provided that

 - a) and c) i shall not apply when a Vehicle is in the control of a sub-contractor of the Policyholder for Repair Servicing or Maintenance
 - b) and c) ii shall not apply when a licence is not required by law
 - 2 The Insurers shall not be liable in respect of loss of a Vehicle resulting from deception by a purported purchaser or his agent
 - 3 The Insurers shall not be liable in respect of Damage to the Vehicle while the Vehicle is let on hire and such Damage is due to or arising from or following upon theft of the Vehicle by the hirer or the obtaining of it by deception by the hirer
 - 4 The Insurers shall not be liable in respect of Damage to the Vehicle while the Vehicle is in the custody of a person other than the Policyholder or an employee of the Policyholder for the purposes of demonstration and such Damage is due to or arising from or following upon theft of the Vehicle by such person

E Claims Conditions

In the event of a claim under this Section

Right of Recovery the Policyholder shall repay to the Insurers all sums paid by them under this Section because of the requirements of any law if the Insurers would not have been liable to pay but for the provisions of such law

Hiring or other Agreements if the Insurers know that a Vehicle is hired leased or loaned to the Policyholder under a hire purchase agreement vehicle leasing or other agreement any payment may be made to the owner whose receipt shall be a discharge of the claim

Cross Liabilities if the Policyholder comprises more than one party (which in the case of partnership includes each individual partner) the Insurers will indemnify each in the terms of this Section against liability incurred to the other as if such other was not included as a Policyholder

if the Insurers are liable to indemnify more than one party the total amount of indemnity to all such parties including the Policyholder shall not exceed the Limits of Liability

Section 2 – Property

This Section is only operative if shown as such in the Schedule

A Cover

The Property Forecourt Facilities and any Vehicle described in the Schedule belonging to the Policyholder or in his custody or control or for which the Policyholder is legally responsible are covered against Damage at the Premises including costs and expenses necessarily incurred in removing debris demolishing shoring up or propping following such Damage and in respect of fixed external glass at the Premises the cost of necessary boarding up pending replacement following Damage covered by this Section

B Additional Cover

Stock in Transit Damage to Stock (other than the Excluded Property below) while in or on or being loaded onto or unloaded from any motor vehicle (other than a trailer) within the Territorial Limits and owned by or operated under the direct control of the Policyholder subject to the Limit shown in the Schedule

Excluded Property

- a) livestock furs car telephones watches jewellery gold and silver articles precious metals and stones non-ferrous metals cash stamps bank notes bills of exchange securities deeds documents manuscripts or plans
- b) china glass earthenware pictures or scientific instruments unless Damage is caused by fire theft an accident to the motor vehicle or an object falling onto the motor vehicle

Portable Hand Tools including employees' tools mobile telephones and pagers Damage to portable hand tools including employees' tools mobile telephones and pagers used in connection with the Business within the Territorial Limits subject to the Limit shown in the Schedule

Refrigerated Stock Damage (other than from the Exceptions listed below) to refrigerated stock at the Premises subject to the Limit shown in the Schedule as a result of deterioration or putrefaction caused by:-

A rise in temperature as a result of

- a) breakdown of or Damage to the refrigerator
- b) non-operation of any thermostatic or automatic controlling devices pertaining to the refrigerator
- c) accidental failure of the public supply of electricity not occasioned by the deliberate act of the supply authority
- d) action of refrigerant fumes escaping from the refrigerator

Provided that the refrigerator is the subject of

- i) a current guarantee or warranty by the manufacturer or
- ii) a maintenance contract with a competent refrigeration engineer or
- iii) an insurance policy covering breakdown or an inspection contract issued by an Insurer

Exceptions

Damage:

- a) caused by any wilful act or wilful neglect by the Policyholder or any director partner or Employee of the Policyholder
- b) Damage to food in any unit more than 10 years old

New Vehicle Concession Policyholder's Own Vehicles

- 1 If within one year of registration as new any vehicle owned or registered in the Policyholder's name and insured for loss or damage is

- a) lost by theft and not recovered

or

- b) damaged to the extent that the cost of repairs will exceed 60% of the manufacturer's recommended retail price plus taxes immediately prior to such damage and the claim is settled as a total loss

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

Provided that

- i) the Policyholder requests it
- ii) such a replacement is available
- iii) the total payment will be limited to a maximum of £5,000 above the amount payable under Paragraph A Cover of this Section

Vehicles Held for Sale

- 2 If a new vehicle held for sale by the Policyholder is damaged to the extent that it necessitates

- a) a declaration of such damage to a prospective purchaser and
- b) a discount to effect a sale

the Insurers will consider such discount as forming part of the claim

Provided that

- i) the Insurers have agreed the level of discount necessary to effect the sale and
- ii) the total payment will be limited to a maximum of £5,000 per vehicle

Contents of Customer's Vehicles

Damage to Contents of Customers' Vehicles while in the Premises or at the risk address or addresses shown in the Schedule

Provided that the total payment will be limited to £1,000 per Vehicle

Recompilation of Data Carrying Materials

The Cover in respect of Data Carrying Materials comprises the costs and expenses incurred together with the cost of labour or computer time in recompiling information contained in them from other records or re-recording data on new materials following Damage but not for their value to the Policyholder of the information that they contain

For any Premises where theft cover is shown as operative in the Schedule

Replacement of Locks	Costs incurred as a result of the necessary replacement of locks at the Premises following theft of keys from the Premises or from the home of any director partner or Employee authorised by the Policyholder to hold such keys provided that the Insurers' liability shall not a) include the cost of replacing the locks of any safe or strongroom if the keys to such locks are left on the Premises while closed for business b) exceed £1,000 any one occurrence of theft
The Premises	Damage to the Premises caused by theft or attempted theft involving entry to or exit from the Premises by forcible and violent means

C Extensions

Architects' Surveyors' Consultants' & Legal fees	Following Damage covered by this Section the Insurers will also pay for architects' surveyors' consultants' and legal fees necessarily incurred in the reinstatement of the Buildings and General Contents but not for preparing any claim
Local Authorities' Requirements	Following Damage covered by this Section the Insurers will also pay for the additional cost of reinstatement of the Buildings and General Contents incurred solely to comply with any regulations arising out of an Act of Parliament or with bye-laws of any municipal or local authority excluding a) costs incurred in complying with such regulations or bye-laws under which notice has been served upon the Policyholder prior to the happening of the Damage or in respect of undamaged parts of such Property b) the amount of any rate tax duty development or other charge or assessment which may become payable following compliance with such regulations or bye-laws
Capital Additions	The insurance by each item of this Section on Buildings and General Contents extends to cover any newly acquired Property if it is not otherwise insured and alterations and improvements to the Property but not in respect of appreciation in value during the current Period of Insurance provided that a) at any one situation this cover will not exceed 10% of the total of the Sums Insured on such Property or £250,000 whichever is the less b) the Policyholder undertakes to give particulars of such Property to the Insurers each 6 months and to effect specific insurance on it retrospective to the date of the commencement of the Insurers' liability
Contracting Purchaser	Where the Policyholder contracts to sell his interest in any Buildings insured by this Section the contracting purchaser has the benefit of the insurance by this Section up to the date of completion if the Buildings are not otherwise insured and without prejudice to the rights and liabilities of the Policyholder or the Insurers
Mortgagee	The interest of a mortgagee in this insurance shall not be prejudiced by any act or neglect of the mortgagor or occupier of any Building insured by this Section whereby the risk of Damage is increased without the authority or knowledge of the mortgagee provided that the mortgagee immediately on becoming aware thereof gives notice to the Insurers and pays any additional premium if required

Non-Invalidation	The insurance by this Section insofar as it relates to Buildings or parts of Buildings not occupied by the Policyholder shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased without the authority or knowledge or beyond the control of the Policyholder provided that the Policyholder immediately on becoming aware thereof gives notice to the Insurers and pays an additional premium if required
Property Removed	This Section also covers Damage to General Contents (other than personal effects belonging to the Policyholder or any director partner or Employee of the Policyholder) while temporarily removed from the Premises for cleaning renovation or repair within the Territorial Limits if Damage is caused by a peril covered by this Section provided that the Insurers' liability shall not exceed 10 per cent of the Sum Insured on such Property
Automatic Reinstatement of Sums Insured	In the absence of written notice by the Policyholder or the Insurers to the contrary within 30 days of the occurrence of the Damage the Sums Insured in the Schedule will be automatically reinstated by the amount of the loss provided that:- <ul style="list-style-type: none"> a) the Policyholder pays the appropriate additional premium for such reinstatement of Sums Insured b) the Policyholder implements without delay any amendments to the protections of the Premises that the Insurers may require c) in respect of Damage by theft or attempted theft the automatic reinstatement of Sums Insured shall apply on the first occasion only in one Period of Insurance
Removal of Debris	The insurance by each item of this Section on Buildings General Contents and Stock includes costs and expenses necessarily incurred by the Policyholder with the consent of the Insurers in removing debris demolishing shoring up or propping following Damage to such Property The Insurers will not pay for any costs or expenses <ul style="list-style-type: none"> i) incurred in removing debris except from the site of such Property sustaining Damage and the area immediately adjacent to such site ii) arising from pollution or contamination of property not insured by this Section
Contract Price	In respect only of goods sold but not delivered for which the Policyholder is responsible and with regard to which under the conditions of sale the sale contract is cancelled by reason of Damage the Insurers' liability will be based on the contract price and for the purpose of the Underinsurance Condition on this Section the value of all goods to which this extension would in the event of Damage be applicable will be ascertained on the same basis
Subrogation Waiver	In the event of a claim arising under this Section the Insurers agree to waive any rights remedies or relief to which they might become entitled by subrogation against:- <ul style="list-style-type: none"> a) a Company standing in the relation of Parent to Subsidiary (or Subsidiary to Parent) to the Policyholder as defined in Section 154 of the Companies Act 1948 b) any Company which is a subsidiary of a Parent Company of which the Policyholder are themselves a Subsidiary within the meaning of Section 154 of the Companies Act 1948

D Additional Property Covered

This Section extends to cover Damage to the following property if it is owned by the Policyholder or the Policyholder is legally responsible for it

Television Aerials	Radio and television receiving aerials their fixtures or masts at the Premises
Underground Pipes and Cables	Underground water gas electricity sewage drainage or telephone meters pipes wires or cables extending from the Premises to the public main
Sanitary Fittings	Fixed sanitary ware and fittings in the Buildings situated at the address or addresses shown in the Schedule

E Limits of Liability

The Insurers' liability during any one Period of Insurance shall not exceed in respect of:

- a) any item the Sum Insured or in the whole the total Sum Insured or any other stated limit of liability or such other sum or limit as may be substituted therefore by endorsement
- b) Personal effects belonging to the Policyholder or any director partner customer or Employee of the Policyholder £500 any one person
- c) Damage to the Premises caused by theft or attempted theft - the cost of repairs

Provided that

the total amount payable by the Insurers in respect of any claim irrespective of the number of parties insured by this Section having a claim under this Section shall not exceed in the whole the total Sum Insured or in respect of any item its Sum Insured or any other stated Limit of Liability

For the purposes of the Sum Insured or Limit of Liability all of the parties insured under this Section shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Insurers and the Policyholder as defined herein

Index-Linking	The Sums Insured in the Schedule will be adjusted at monthly intervals in accordance with the percentage change in line with suitable indices of costs
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Provided that

- i) any adjustments made to the Sums Insured will be based on the latest figures available to the Insurers
- ii) at each renewal the premium will be calculated on the adjusted Sums Insured

Protection after Loss	The Sums Insured on any Buildings or General Contents or Computer Equipment items which sustain Damage by a cause covered by this Section will continue to be Index-linked following such Damage while the Property is being reinstated provided that the Policyholder takes all reasonable steps to ensure that the reinstatement is carried out without undue delay
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F Claims Settlement

Reinstatement If the Insurers elect or become bound to reinstate or replace any property the Policyholder shall at his own expense produce and give to the Insurers all such plans documents books and information as they may reasonably require. The Insurers shall not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sums Insured thereon

Reinstatement Provisions/ Effects In the event of Buildings General Contents and Computer Equipment (except personal clothing belonging to the Policyholder or any director partner customer of the Policyholder) suffering Damage the basis upon which the amount payable is to be calculated shall be the cost of Reinstatement subject to the provisions set out below

Reinstatement means

- a) where Property is destroyed the rebuilding of the Property if a Building or in the case of other Property its replacement by similar property in either case in a condition equal to but not better or more extensive than its condition when new
- b) where Property is damaged the repair of the Damage and the restoration of the damaged portion of the Property to a condition substantially the same as but not better or more extensive than its condition when new
- c) where a Vehicle sustains Damage the Insurers will indemnify the Policyholder by at their own option repairing or replacing the Vehicle or paying the amount of such Damage except in so far as Paragraph B Additional Cover – New Vehicle Concession applies

Provisions

- a) No payment beyond the amount which would have been payable had Reinstatement not been operative shall be made
 - i) unless the work of Reinstatement is commenced and carried out with reasonable despatch
 - ii) until Reinstatement has been effected
 - iii) unless any other insurance covering the Policyholder's interest in the Property at the time of the Damage is on the same basis of Reinstatement as this Policyand if no such payment is made then the rights and liabilities of the Insurers and the Policyholder shall be those which would have applied had Reinstatement not been operative
- b) Reinstatement may be carried out at another site and in any manner suitable to the Policyholder subject to the liability of the Insurers not being increased as a result
- c) In the event of partial damage to any Property insured under Reinstatement the Insurers' liability for any loss shall not exceed the cost which would have been incurred had such Property been totally destroyed

Underinsurance Clause Each item on Buildings General Contents and Computer Equipment is declared to be subject to the following Underinsurance Condition

If at the time of Damage the Sum Insured on any item is less than 85% of the reinstatement value of the property covered by such item then the Policyholder shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly

Following Damage to property other than Buildings General Contents and Computer Equipment above each item is declared to be subject to the following Underinsurance Condition

If at the time of Damage the Sum Insured on any item is less than the value of the property covered by such item then the Policyholder shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly

This clause is not applicable to items solely insuring Dwellings Rent Debris Removal Professional Fees Documents Manuscripts Business Books Computer Systems Records Patterns Models Moulds Plans and Designs

Hiring or other Agreement If the Insurers know that property or a Vehicle is hired leased or loaned to the Policyholder under a hire purchase leasing or other agreement any payment may be made to the owner whose receipt shall be a discharge of any claim under this Policy

G Exceptions

The Insurers will not be liable under this Section

- 1 for Damage to
 - a) railway locomotives or rolling stock watercraft or aircraft
 - b) money cheques securities of any description stamps bonds credit cards unless specifically mentioned as insured by this Section
 - c) Property in transit except as provided for under paragraph B Additional Cover of this Section
 - d) Property or structures in course of construction or erection and materials or supplies in connection with all such Property in course of construction or erection
 - e) livestock growing crops or trees
 - f) blinds or signs not securely fixed to the Premises
 - g) moveable Property other than Vehicles in the open or fences or gates by wind rain hail sleet snow flood or dust
 - h) land roads pavements piers jetties bridges culverts or excavations
- 2 for Damage to Property arising from theft or attempted theft
 - a) which does not involve entry to or exit from the Premises by forcible and violent means(unless such Damage results from actual or threatened violence or assault to the Policyholder any partner director or Employee of the Policyholder or any other person lawfully on the Premises)

- b) at or to any Premises where theft cover is shown as inoperative in the Schedule
 - c) outside the Premises or in a back garden yard open space or outbuilding but this Exception shall not apply to Stock of Vehicles or Customer's Vehicles
 - d) in respect of Stock in Transit and Portable Hand Tools
 - i) from an unattended Vehicle unless all doors and the boot have been locked and the windows and other means of access have been secured
 - ii) from a Vehicle left unattended at any time outside any working day of the driver or on non-working days or during any rest period of the driver exceeding two hours unless the Vehicle is
 - locked and secured in accordance with sub-paragraph 2 d) i) above
 - and
 - garaged in a securely closed and locked building
 - or
 - parked in a yard which is fully enclosed and securely closed and locked
- 3 for Damage to a Vehicle resulting from deception by a purported purchaser or his agent
- 4 for Damage to Property in or on soft-topped open-topped or open-sided Vehicles or trailers owned or operated by the Policyholder if caused by
- a) storm
 - b) theft or attempted theft unless also involving theft of the Vehicle or trailer
 - c) malicious persons when the Vehicle or trailer is left unattended for the night
- 5 for Damage to
- a) fixed external glass at any Premises where Theft cover is shown as inoperative in the Schedule
 - b) glass (other than fixed external glass) china earthenware marble or other fragile or brittle objects
 - c) Property which at the time of Damage is insured by or would but for the existence of this Policy be insured by any Marine policy except in respect of any excess beyond the amount which would have been payable under the Marine policy had this insurance not been effected
- 6 a) for Damage due to disappearance unexplained or inventory shortage misfiling or misplacing of information
- b) for cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage or the failure of welds of boilers
- 7 for Damage caused by
- a) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration wear and tear

- b) frost other than in respect of Vehicles
 - c) corrosion rust dampness dryness wet or dry rot shrinkage evaporation loss of weight contamination pollution change in temperature colour flavour texture or finish vermin insects marring or scratching
 - d) subsidence ground heave or landslip or the normal settlement or bedding down of new structures
 - e) collapse or cracking of buildings
 - f) bursting overflowing discharging or leaking of water tanks apparatus or pipes when the Premises are empty or disused
 - g) accidental discharge or leakage from any automatic sprinkler installation if such discharge or leakage is caused by freezing when the Premises are empty or disused
 - h) acts of fraud or dishonesty
- 8 for Damage to Property caused by
- a) its own mechanical or electrical breakdown or derangement
 - b) use contrary to the manufacturers' instructions
 - c) its undergoing any process of production packing treatment testing or commissioning
- 9 for Damage attributable solely to change in the water table level
- 10 for consequential loss of any kind
- 11 for Damage to account books deeds manuscripts plans drawings models maps records computer discs and tapes films transparencies or art work resulting from erasure or distortion of information on computer systems or other records
- a) while mounted in or on any machine or data processing apparatus unless caused by Damage to the machine or apparatus or by malicious persons
 - b) due to defects in such records or deliberate falsification
 - c) due to the presence of a magnetic flux or the deliberate act of the public supply undertaking in restricting or withholding electricity supply

Section 3 – Business Interruption

This Section is only operative if shown as such in the Schedule

Definitions

Annual Turnover	Means the Turnover during the period in the 12 months immediately before the date of the Damage to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage
Estimated Gross Profit	Means the amount declared by the Policyholder as representing not less than the Gross Profit which is anticipated will be earned by the Business during the financial year most nearly concurrent with the period of insurance
Gross Profit	Means the amount by which the Turnover plus the value of the closing stock and work in progress exceeds purchases (net of discounts received) plus the value of the opening stock and work in progress and any Uninsured Working Expenses shown in the Schedule
Indemnity Period	Means the period beginning when the Damage occurs and ending when the results of the Business cease to be affected in consequence of the Damage but not exceeding the Maximum Indemnity Period
Insurable Amount	Means the Gross Profit which would have been earned in the 12 months immediately before the date of the damage to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage
Maximum Indemnity Period	As specified in the Schedule
Outstanding Debit Balances	The Sums outstanding in the Policyholder's records of the individual amounts owed to the Policyholder by customers
Rate of Gross Profit	Means the rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage

Standard Turnover	Means the Turnover during the period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage
Turnover	Means the money paid or payable to the Policyholder for goods sold and for services rendered in the course of the Business at the Premises net of discounts allowed
Note 1:	To the extent that the Policyholder is accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax
Note 2:	For the purpose of these Definitions any adjustment implemented in Current Cost Accounting shall be disregarded

A Cover

If the Business at the Premises is interrupted because of Damage by a cause specified in Section 2 – Property to any building or other property used by the Policyholder at the address shown in the Schedule the Insurers will pay for the trading loss during the period beginning with the occurrence of Damage and ending not later than the Maximum Indemnity Period shown in the Schedule thereafter during which the results of the Business shall be affected in consequence of the Damage in accordance with paragraph D Claims Settlement of this Section

Provided that when the Damage occurs there is insurance in force covering the Policyholder's interest in the building or other property at the Premises against such Damage under which

- a) payment has been made or liability admitted
- or
- b) liability would have been admitted but for the exclusion in such insurance of losses below a specified amount

Alternative Trading	If during the Indemnity Period goods are sold or services are rendered elsewhere than at the Premises for the benefit of the Business the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period
Professional Accountants	Any particulars in the Policyholder's accounts or other information or evidence which may be required by the Insurers for the purpose of investigating or verifying any claim may be produced by professional accountants if at the time they are acting regularly as such for the Policyholder and their report will be prima facie evidence of the information to which it relates
Payment on Account	Payments on Account may be made during the Indemnity Period

B Additional Cover

Outstanding Debit Balances	If the Policyholder's records of Outstanding Debit Balances sustain Damage within the Territorial Limits by a cause not excluded under Section 2 - Property and the Policyholder in consequence is unable to fully trace or establish the Outstanding Debit Balances the Insurers will indemnify the Policyholder in accordance with paragraph D Claims Settlement of this Section subject to the limit shown in the Schedule and the Special Condition E of this Section
Prevention of Access	The cover provided by this Section extends to include interruption of the Business as a result of Damage to property in the vicinity of the Premises by a cause covered under Section 2 - Property which hinders or prevents access to the Premises
Disease Infestation and Defective Sanitation	The cover provided by this Section extends to include loss resulting from interruption of or interference with the Business in consequence of the occurrence at the Premises of murder suicide food or drink poisoning vermin pests defective sanitation or any human infectious or contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition) an outbreak of which the Local or Government Authority has stipulated shall be notified to them
Suppliers Extension	<p>The cover provided by this Section extends to include loss resulting from interruption of or interference with the Business in consequence of Damage to property at the undernoted situations</p> <ul style="list-style-type: none">a) the premises of any motor vehicle manufacturer and any manufacturer supplying them with components or materials all situate in Great Britain Northern Ireland and Isle of Man and the Channel Islands or in any other member country of the European Community - 25%b) the premises of any Company from which the Policyholder obtains regular supplies of motor fuel all situate in Great Britain Northern Ireland the Isle of Man and the Channel Islands - 12.5%c) the premises at which new Vehicles are stored not in the occupation of the Policyholder all situate in Great Britain Northern Ireland the Isle of Man and the Channel Islands - 10% <p>Provided that the liability of the Insurers under this extension shall not exceed the above percentages of 133¹/₃% of the Estimated Gross Profit</p>

C Declaration Linked Basis

Renewal	Prior to each renewal the Policyholder shall provide the Insurers with an estimate of the amount representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the period of insurance (referred to in the Section as the Estimate) If the Maximum Indemnity Period exceeds 12 months the Insurers will increase the declared amount proportionately to arrive at the Estimate
Limit of Liability	The Insurers' liability in respect of Gross Profit shall not exceed 133 ¹ / ₃ % of the Estimated Gross Profit
Auditors	The Policyholder undertakes to provide at the inception of the Policy and at least triennially thereafter the Insurers with audited accounts of the Business

D Claims Settlement

Following Damage the Insurers will pay

- 1 In respect of reduction in Turnover - the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the Damage fall short of the Standard Turnover
- 2 In respect of increased cost of working - that reasonably incurred to avoid a reduction in Turnover (but not exceeding the amount which would otherwise have been payable under D1 above) and 5% of the Sum Insured by the Item on Gross Profit (but no more than £250,000)
- 3 In respect of professional accountants' charges - those reasonably incurred by the Policyholder for producing and certifying any particulars required by the Insurers in connection with the investigation and verification of a claim
- 4 In respect of Outstanding Debit balances:-
 - a) the amount by which the Outstanding Debit Balances traced or received following the Damage shall fall short of the Outstanding Debit Balances before the Damage occurred

to which adjustments shall be made to allow for the trend and variations in the Business and for other circumstances affecting the amount of the Outstanding Debit Balances so that the adjusted figures shall represent as nearly as may be reasonably practicable those which would have been obtained if the Damage had not occurred
 - b) for additional expenditure incurred with the previous consent of the Insurers in tracing and establishing the Outstanding Debit Balances

Underinsurance 1 In respect of Gross Profit:-

If at the time of Damage the Sum Insured is less than the insurable amount the amount payable shall be proportionately reduced

2 In respect of Outstanding Debit Balances:-

If at the time of Damage the Limit specified in the Schedule is less than 75% of the total of the Outstanding Debit Balances the amount payable shall be proportionately reduced

Automatic Reinstatement after a Loss In consideration of the Estimated Gross Profit not being reduced by the amount of any loss the Policyholder shall pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the Period of Insurance

E Special Condition

Outstanding Debit Balances Every 3 months the Policyholder shall record the current total of the Outstanding Debit Balances and keep such record in a place other than the Policyholder's own Premises

Section 4A – Money

This Section is only operative if shown as such in the Schedule

A Cover

This Section covers Damage to Money and Property as described in Items 1 to 5 by any cause while within the Territorial Limits provided that:

- a) as regards Item 3 the Damage is due to robbery or attempt thereat
- b) as regards Item 5 the Damage is due to theft or attempt thereat
- c) the Insurers' liability in respect of any one occurrence or number of occurrences arising directly or indirectly from any one source or original cause shall not exceed the relevant Limit of Liability

B Limit of Liability

Item	Description	Limit of Liability any one loss
1	Money (other than 2 below)	
a)	i) in the Policyholder's premises during working hours between 8.00am and 8.00pm or in transit or in a bank night safe and thereafter within bank premises until at the bank's risk or at any of the Policyholder's contract sites during working hours	£10,000
	ii) in the Policyholder's premises during working hours between 8.00pm and 8.00am while in the custody or control of petrol pumps attendants console operators not contained in a locked safe or strong room	£250
b)	in the Policyholder's premises out of working hours	
	i) in specified locked safes or strong rooms	As shown in schedule
	ii) in all other locked safes or strong rooms	£1,000
	iii) not in a locked safe or strong room	£250
c)	in the Policyholder's residence or that of any of the Policyholder's directors partners or employees	
	i) while in a locked safe or while an adult is in the residence	£500
	ii) otherwise	£250
2	Crossed cheques Crossed Giro Cheques Crossed Bankers' Drafts Crossed Money Orders Crossed Postal Orders used National Savings Certificates Credit Company Sales Vouchers V.A.T. Purchase Invoices used units in franking machines	£250,000

3	Clothing and personal effects belonging to the Policyholder or any of the Policyholder's directors partners or employees while engaged in the business	£500 per person
4	Stamped or impressed National Insurance Cards	Unlimited
5	Any postal franking machine safe strong room or any container or waistcoat used for the carriage of Money belonging to the Policyholder or for which the Policyholder is responsible	Unlimited

C Exceptions

The Insurers will not be liable under this Section for

- 1 Loss due to error or omission in receipts payments or accounting practice
- 2 Consequential loss of any kind
- 3 Damage arising from the dishonesty of any director partner or Employee
 - a) unless such Damage is discovered within fourteen working days of its occurrence
 - b) insured under a Fidelity Guarantee policy except in respect of any excess beyond the amount which would have been payable under such policy had this insurance not been affected
- 4 Damage resulting from a safe or strongroom being opened by the use of a key or a combination code through the key or combination code having been left on the Premises while closed for business
- 5 Loss from any unattended Vehicle

D Special Condition

The Limit of Liability under sub-Section B 1 a) i) of this Section shall be restricted to £2,500 unless such Money is in the custody of at least two able bodied persons

Section 4B – Wrongful Conversion

This Section is only operative if shown as such in the Schedule

A Cover

Provided the Policyholder has acted in good faith and with reasonable care the Insurers will indemnify the Policyholder in respect of legal liability sustained by the Policyholder in connection with any Vehicle purchased during the Period of Insurance by the Policyholder in respect of which

- a) the true owner has made a claim for the return of the Vehicle or its value
- b) the person to whom the Policyholder has purported to sell the Vehicle has made a claim for damages for breach of implied warranty of title

subject to the Policyholder having received written confirmation from H.P. Information Limited prior to the claim that the Vehicle is not subject to a Hire Purchase interest or Contract Hire Agreement

B Limit of Liability

The liability of the Insurers is specified in the Schedule is in respect of any one claim and in the aggregate during any one Period of Insurance

C Claims Settlement

Notice of any claim or potential claim must be given to the Insurers within a period of 12 months from the date on which the Vehicle was purchased by the Policyholder

Section 4C – Personal Accident (Assault)

This Section is only operative if shown as such in the Schedule

Definitions

Bodily Injury Accidental bodily injury drowning gassing poisoning or exposure of any Insured Person to the elements resulting in Death or Disablement but does not include

- a) sickness and disease unless resulting from a mishap
- b) pregnancy or childbirth or other naturally occurring conditions

Insured Person a) the Policyholder or any director partner or Employee of the Policyholder or

- b) any person to whom the Policyholder has entrusted Money other than an employee of a professional security company or organisation

A Cover

If an Insured Person suffers Bodily Injury as described below as a direct result of robbery or attempted robbery in the course of the Business the Insurers will pay the relevant sum specified below

- 1 Bodily Injury which within 24 months from its occurrence is the sole and direct cause of
 - a) death or
 - b) loss of one or more limbs by physical separation at or above the wrist or ankle or
 - c) permanent and total loss of use of one or both hands or feet or
 - d) total and irrecoverable loss of sight in one or both eyes £10,000
- 2 Bodily Injury not resulting in loss of limbs or sight as defined in 1 above which is the sole and direct cause of the Insured Person being totally disabled and prevented from attending to any business or occupation with proof satisfactory to the Insurers that such disablement has continued for 12 months from its occurrence and will in all probability continue for the remainder of the Insured Person's life £10,000
- 3 Bodily Injury which is the sole and direct cause of the Insured Person being totally disabled and prevented from attending to his occupation

Compensation for the period of such disablement but not exceeding 104 weeks £100 per week

Provided that:-
 - a) the Insurers shall be liable to make only one payment under 1 and 2 in respect of any one Insured Person resulting from an accident
 - b) weekly compensation under 3 shall become payable when the period of disablement has been ascertained and the total amount agreed or at the request of the Policyholder at intervals of not less than four weeks

- c) the Insured Person shall act upon medical or surgical advice as soon as practicable and submit to medical examination at the Insurers expense and as often as they require
- d) the total compensation payable by the Insurers in respect of any of the Benefits shown in the Schedule irrespective of the number of Insured Persons having a claim under this Section in respect of such Benefits shall not exceed the total of the Benefits stated in the Schedule

For the purpose of any stated Benefits all parties under this Section shall be treated as one party or legal entity so that there will be only two parties to the contract namely the Insurers and the Policyholder both as defined herein

Section 5 – Personal Accident

This Section is only operative if shown as such in the Schedule

Definitions

Bodily Injury Accidental bodily injury drowning gassing or poisoning or exposure to the elements of an Insured Person resulting in Death or Disablement but does not include

- a) sickness and disease unless resulting from a mishap
- b) pregnancy or childbirth or other naturally occurring conditions

Death Bodily Injury which within 24 months from its occurrence is the sole and direct cause of death

Disablement Loss of Limbs or Sight Permanent Total Disablement Temporary Total Disablement or Temporary Partial Disablement

Loss of Limbs or Sight Bodily Injury which within 24 months from its occurrence is the sole and direct cause of

- a) loss of one or more limbs by physical separation at or above the wrist or ankle or
- b) permanent and total loss of use of one or both hands or feet or
- c) total and irrecoverable loss of sight in one or both eyes

Permanent Total Disablement Bodily Injury (not resulting in Loss of Limbs or Sight) which is the sole and direct cause of the Insured Person being totally disabled and prevented from attending to any business or occupation with proof satisfactory to the Insurers that such disablement has continued for one year from the date of the occurrence and will in all probability continue for the remainder of the life of the Insured Person

Temporary Partial Disablement Bodily Injury which is the sole and direct cause of the Insured Person being partially disabled and prevented from attending to a substantial part of his business or occupation

Temporary Total Disablement Bodily Injury which is the sole and direct cause of the Insured Person being totally disabled and prevented from attending to his business or occupation

A Cover

In the event of an Insured Person during the Period of Insurance

- 1 suffering Bodily Injury or
- 2 disappearing and after a reasonable period of time has elapsed and all available evidence has been examined being presumed to have died as a result of Bodily Injury

the Insurers will pay to the Policyholder or his legal personal representatives the relevant Benefit for Death or Disablement of such Insured Person as specified in Basis of Compensation

B Basis of Compensation

The Benefits applicable to each Insured Person are by the number of Units and the compensation payable in respect of one Unit as follows:-

1	Death	£10,000
2	Loss of Limbs or Sight	£10,000
3	Permanent Total Disablement	£10,000
4	Temporary Total Disablement	£100 per week
5	Temporary Partial Disablement	£ 50 per week
6	Medical Expenses	15% of the total of Benefits 4 and 5

Provided that

- a) compensation will not be payable in respect of any one Insured Person under more than one of 1 to 3 above and when compensation becomes payable under 1 to 3 the Insurers' liability in respect of the Insured Person concerned shall cease
- b) when compensation under 3 becomes payable such payment may at the request of the Policyholder or his legal personal representatives be deferred until the expiry of 104 weeks or the earlier death of the Insured Person Such deferment shall not prejudice the Policyholder's claim to weekly compensation under 4 above
- c) compensation under 4 and 5 above cannot be claimed in respect of any one Insured Person
 - i) concurrently for the same period
 - ii) under either or both 4 and 5 above for a period exceeding 104 weeks from the commencement of the Disablement
- d) compensation under 4 and 5 above shall become payable when the period of Disablement has been ascertained and the total amount agreed or at the request of the Policyholder at intervals of not less than 4 weeks
- e) the Policyholder will undertake to refund to the Insurers any sum paid in respect of the presumed death of an Insured Person if subsequently it is established that the Insured Person is alive
- f) the compensation payable will be reduced by the percentage shown below in the event of Bodily Injury sustained while the Insured Person is engaged in

aqualung diving association football hunting water ski-ing	}	25%	}	motor cycling point-to-point rugby football winter sports	}	50%
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- g) the total compensation payable by the Insurers in respect of any of the Benefits shown in the Schedule irrespective of the number of Insured Persons having a claim under this Section in respect of such Benefits shall not exceed the total of the Benefits stated in the Schedule

For the purposes of any stated Benefits all parties under this Section shall be treated as one party or legal entity so that there will be only two parties to the contract namely the Insurers and the Policyholder both as defined herein

C Claims Conditions

In the event of a claim under this Section

- 1 the Insured Person will act upon medical or surgical advice as soon as practicable and submit to medical examination at the Insurers' expense as often as they require
- 2 reasonable notice shall be given to the Insurers before interment cremation or the holding of any inquest enquiry or proceeding concerning the death or disappearance of an Insured Person

D Exceptions

The Insurers will not be liable under this Section for Death or Disablement directly or indirectly resulting from

- 1 an Insured Person
 - a) committing or attempting to commit suicide or intentionally inflicting self-injury
 - b) flying or taking part in other aerial activities except while travelling in an aircraft as a passenger and not as aircrew
 - c) taking part in mountain or rock climbing necessitating the use of ropes or guides potholing caving racing of any kind (other than on foot or yachting on inland or territorial waters) or ski-jumping
- 2 a cause gradually operating upon an Insured Person
- 3 alcoholism or drug addiction of an Insured Person
- 4 any physical or mental defect or infirmity which was known to the Policyholder or Insured Person at the time of the occurrence of Bodily Injury unless it has been declared to and accepted in writing by the Insurers However if the period of Disablement is prolonged but not directly or indirectly caused by such physical or mental defect or infirmity the Insurers will pay for that period of Disablement which would have arisen had the physical or mental defect or infirmity not existed

Section 6 – Employers Liability

This Section is only operative if shown as such in the Schedule

A Cover

- 1 In the event of Injury caused during the Period of Insurance to any Employee while employed in the Territorial Limits and arising out of and in the course of their employment by the Policyholder the Insurers will subject to the Limit of Liability as specified in the Schedule
 - a) indemnify the Policyholder against legal liability for damages and claimants' costs and expenses incurred in respect of such Injury
 - b) indemnify in the terms of this Section
 - i) if the Policyholder so requests

any director or Employee in respect of liability for which the Policyholder would have been entitled to indemnify if the claim had been made against him or

any officer or member of the Policyholder's canteen social sports or welfare organisations and fire first-aid and ambulance services
 - ii) any Principal on whose behalf the Policyholder in the course of the Business is undertaking work to the extent that the contract between the Policyholder and such Principal so requires in respect of liability arising from the performance of such work
 - iii) the legal personal representatives of any person entitled to indemnify under this Section in respect of liability incurred by that person
- 2 If the Policyholder comprises more than one party (which term in the case of a partnership includes each individual partner) the Insurers will indemnify each in the terms of this Policy against liability incurred to the other as if such was not included as an Policyholder

If the Insurers are liable to indemnify more than one party the total amount of indemnity to all such parties including the Policyholder shall not exceed the Limits of Liability
- 3 The total amount payable by the Insurers in respect of all damages costs and expenses arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of persons entitled to indemnity having a claim under this Section consequent on or attributable to that one source or original cause shall not exceed the Limit of Liability stated in the Schedule

For the purposes of the Limit of Liability all of the persons entitled to indemnity under this Section shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Insurers and the Policyholder as defined herein
- 4 The Insurers will in addition pay
 - a) Solicitors' fees for representation at any Coroner's Inquest or fatal inquiry or Court of Summary Jurisdiction in respect of any event which may be the subject of indemnity under 1 above
 - b) costs and expenses incurred with their written consent

Health & Safety at Work Act The Insurers will indemnify the Policyholder and at the request of the Policyholder any Employee or director of the Policyholder against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the relevant Health and Safety legislation applicable in Great Britain Northern Ireland the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Insurers in an appeal against conviction arising from such proceedings

Provided that the Insurers shall not be liable for the payment of fines or penalties

Unsatisfied Court Judgements In the event of judgement for damages being obtained by an Employee or his personal representatives in respect of Injury to the Employee caused during any period of Insurance and arising out of and in the course of employment by the Policyholder in the Business against any company or individual operating from premises within Great Britain Northern Ireland the Isle of Man or the Channel Islands in any court situate in those countries and remaining unsatisfied in whole or in part six months after the date of such judgement

The Insurers will at the request of the Policyholder indemnify up to the Limit of Indemnity the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- a) there is no appeal outstanding
- b) if any payment is made hereunder the Employee or the personal representatives of the Employee shall assign the judgement to the Insurers

Compensation for Court Attendance In the event of any of the undermentioned persons attending court as a witness at the request of Insurers in connection with a claim in respect of which the Policyholder is entitled to indemnity under this Policy the Insurers will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required

- a) any director or partner of the Policyholder £500
- b) any Employee £250

Right of Recovery Clause The indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in Great Britain Northern Ireland the Isle of Man or the Channel Islands relating to compulsory insurance of liability to Employees but the Policyholder shall repay to the Insurers all sums paid by the Insurers which the Insurers would not have been liable to pay but for the provisions of such law

B Exceptions

This Section does not cover liability in respect of

- a) Injury arising in connection with work on offshore installations or transit thereto and therefrom
- b) racing
- c) Injury arising when any Employee is
 - i) carried in or upon a Vehicle
 - ii) entering or getting on to or alighting from a Vehicle

in circumstances where any road traffic legislation of any Member State of the European Union requires the Policyholder to effect insurance or security

Section 7 – Public Liability

This Section is only operative if shown as such in the Schedule

A Cover

The Insurers will indemnify the Policyholder subject to the Limits of Liability shown in the Schedule against legal liability for damages and claimants' costs and expenses incurred in respect of

- 1 Injury to any person
- 2 Damage to Property
 - a) happening or arising from an occurrence in or on the Premises or on land belonging to or in the custody or control of the Policyholder (other than private premises of the Policyholder or any director partner or Employee) or at any other place at which the Policyholder is engaged in the course of the Business not being premises belonging to or in the custody or control of the Policyholder or while proceeding to or from such places or in connection with any advertising signs or boards at places away from the Premises
 - b) happening anywhere in the world and caused to or by any motor vehicle not belonging to the Policyholder and not hired or leased to him under a hire purchase agreement or vehicle leasing or other agreement and not in his custody or control provided that such liability arises from the Repair Servicing or Maintenance of such motor vehicle
 - c) happening anywhere in the world and caused to or by a second-hand vehicle sold or supplied by the Policyholder where such Damage arises from Repair Servicing or Maintenance (which term shall not include the omission to carry out any Repair Servicing or Maintenance) of such vehicle by the Policyholder prior to the sale
 - d) happening anywhere in the world and caused by Products sold or supplied from the Premises by the Policyholder in the course of the Business
- 3 Nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way
- 4 The Insurers will in addition pay solicitors' fees for representation at any Coroner's Inquest or fatal inquiry or Court of Summary Jurisdiction in respect of any event which may be the subject of indemnity under Paragraphs 1 2 and 3 above
- 5 If the Policyholder comprises more than one party (which in the case of partnership includes each individual partner) the Insurers will indemnify each in the terms of this Policy against liability incurred to the other as if such other was not included as a Policyholder

B Additional Cover

- Indemnity to persons other than the Policyholder** In respect of any occurrence which may be the subject of indemnity under this Section the Insurers will also indemnify
- a) if the Policyholder so requests any director or Employee in respect of liability for which the Policyholder would have been entitled to indemnity if the claim had been made against him
 - b) any officer or member of the Policyholder's canteen social sports or welfare organisations and fire first aid and ambulance services

- c)
 - i) any principal for whom the Policyholder is carrying out a contract for the performance of work
 - ii) the owner of Plant hired by the Policyholder
 but only to the extent required by the contract conditions
- d) the legal personal representatives of any person entitled to indemnity in respect of liability incurred by that person

If the Insurers are liable to indemnify more than one party the total amount of indemnity to all such parties including the Policyholder shall not exceed the Limits of Liability in the Schedule

Compensation for loss of use - Customer's Vehicle Following Damage to a Customer's Vehicle for which the Insurers have admitted liability under Section 2 Property the Insurers will indemnify the Policyholder in respect of his legal liability to pay for loss of use of such Customer's Vehicle

Financial Loss The Insurers will indemnify the Policyholder against legal liability for damages and claimants' costs and expenses incurred in respect of financial loss

- a) sustained by the purchaser of any vehicle spare part accessory or fuel for any motor vehicle
 - b) arising from alteration inspection Repair Service or Maintenance of any Vehicle
- happening in connection with the Business

The Insurers shall not be liable for

- i) the first £250 or 10% of each and every claim whichever is the greater
- ii) any amount exceeding £100,000 in respect of any one claim or number of claims arising out of one occurrence or in the aggregate in respect of all claims made against the Policyholder during the Period of Insurance
- iii) Injury or Damage
- iv) liability which attaches solely because of a contract

Liability for Motor Accidents Notwithstanding Exception 4 and provided the Policyholder is not more specifically insured under any other policy the Insurers will indemnify the Policyholder in the terms of this Policy in respect of Injury or Damage

- a) caused by any motor vehicle owned by or in the possession of or being used by or on behalf of the Policyholder which is
 - i) not licensed for road use and which is being used in circumstances which do not require insurance or security under any road traffic legislation
 - ii) designed or adapted primarily for use as a tool but this indemnity shall not apply to liability in respect of which any road traffic legislation requires insurance or security
- b) arising during the act of loading or unloading a motor vehicle or the bringing to or taking away of a load from such vehicle

Leased and Rented Premises	<p>Notwithstanding Exception 1 a) the Insurers will indemnify the Policyholder in respect of Damage to any building (including its fixtures and fittings) which is leased or hired or rented to the Policyholder The Insurers shall not be liable in respect of</p> <ul style="list-style-type: none"> i) damage to the contents of any such building ii) the first £100 of each and every claim for Damage caused other than by fire or explosion iii) liability arising solely because of a contract
Defective Premises Act	<p>The Insurers will indemnify the Policyholder in the terms of this Section against legal liability incurred by the Policyholder under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of Injury or Damage occurring within a period of 7 years from the expiry or cancellation of this Section provided that the Insurers shall not be liable under this extension if the Policyholder is entitled to indemnity under any other insurance</p>
Legal Defence Costs: Health and Safety at Work	<p>1 The Insurers will indemnify the Policyholder and at the request of the Policyholder any director or Employee of the Policyholder against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Insurers in an appeal against conviction arising from such proceedings</p> <p>Provided that the Insurers shall not be liable for the payment of fines or penalties</p>
Consumer Protection Act	<p>2 When cover is operative for Injury or Damage caused by Products the Insurers will indemnify the Policyholder or at the request of the Policyholder any director or Employee of the Policyholder against legal costs and expenses incurred with the Insurers' written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Insurers in an appeal against conviction arising from such proceedings</p> <p>Provided that the Insurers shall not be liable for the payment of fines or penalties or if the Policyholder is entitled to indemnity under any other insurance</p>
Compensation for Court Attendance	<p>In the event of any of the undermentioned persons attending court as a witness at the request of the Insurers in connection with a claim in respect of which the Policyholder is entitled to indemnity under this Section the Insurers will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required</p> <ul style="list-style-type: none"> a) any director or partner of the Policyholder £500 b) any Employee £250
Data Protection Act 1984	<p>The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for use of computer facilities</p> <p>Provided that the indemnity will not apply to legal liability in respect of Damage sustained by any party to such an arrangement</p> <p>The Insurers will indemnify the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder against legal liability to pay damages the claimants' costs and expenses for damage or distress as described in Sections 22 and 23 of the Data Protection Act 1984</p>

Provided that the Policyholder is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1984

The Insurers shall not be liable for

- a) the payments of fines or penalties
- b) the cost of replacing reinstating rectifying or erasing any personal data
- c) liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Policyholder or any other person having regard to the nature and circumstances of such act or omission
- d) claims which arise out of circumstances notified to previous Insurers or known to the Policyholder at inception of this Extension
- e) legal liability where indemnity is provided by other insurance

C Limits of Liability

- a) Any claim or number of claims arising out of any one cause including claimants' costs and expenses As specified in Schedule LIMIT A

Provided that the Insurers' liability in any one Period of Insurance in respect of

- i) Injury or Damage arising directly or indirectly from Pollution or Contamination which is deemed to have occurred during any such Period shall not exceed As specified in Schedule LIMIT B
- ii) Injury or Damage happening during any such Period and caused by Products shall not exceed As specified in Schedule LIMIT C

- b) The Insurers will in addition pay any other costs and expenses incurred with their written consent

Provided that

The total amount payable by the Insurers in respect of all damages arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of persons entitled to indemnity having a claim under this Section consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Liability stated in the Schedule

The total amount payable by the Insurers in respect of all damages arising out of all claims during any Period of Insurance irrespective of the number of sources or original causes of such claims and irrespective of the number of persons entitled to indemnity having claims under this Section in respect of those sources or original causes shall not exceed the appropriate Limit of Liability stated in the Schedule

For the purposes of the Limit of Liability all of the persons entitled to indemnity under this Section shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Insurers and the Policyholder both as defined herein

D Exceptions

The Insurers shall not be liable in respect of

- 1 Damage to Property
 - a) belonging to or in the custody or control of the Policyholder or any person claiming indemnity

or
 - b) in the custody or control of any director partner or Employee but the Exception shall not apply to liability incurred by the Policyholder for
 - i) Damage to the contents of a Vehicle belonging to a customer of the Policyholder
 - ii) Damage to visitors' directors' partners' or Employees' personal effects including motor vehicles and their contents provided that such motor vehicles are not in the custody or control of the Policyholder for the purposes of Repair Servicing or Maintenance
- 2 Bodily Injury to an Employee arising out of or in the course of his employment by the Policyholder
- 3 Injury or Damage which results from any deliberate act or omission of the Policyholder his partners directors or managerial employees and which could reasonably have been expected having regard to the nature and circumstances of such act or omission

This Exception shall also apply in respect of any deliberate act or omission of any other person claiming indemnity but only so far as indemnity to such person is concerned
- 4 Injury or Damage caused by or resulting from the driving of or use of a Vehicle
 - a) on a road or public highway within the meaning of the Road Traffic Acts
 - b) elsewhere than in or on the Premises or on land belonging to or in the custody or control of the Policyholder (other than the private premises of the Policyholder or any director partner or Employee) or any other place at which the Policyholder is engaged in the course of the Business not being premises belonging to or in the custody or control of the Policyholder and not being a road or public highway within the meaning of the Road Traffic Acts
- 5 Damage to or the cost of recalling removing repairing or replacing Products arising from a defect in or an error in connection with the sale supply or presentation of such Products and all consequential losses flowing therefrom
- 6 Any liability for
 - a) any amount in respect of liquidated damages fines or penalties
 - b) Injury or Damage caused by products which attaches solely because of a contract
- 7 Injury Damage or pecuniary loss arising directly or indirectly from pollution or contamination of buildings or other structures or of water or land or of the atmosphere other than by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance
For the purpose of this Exception all pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

Section 8 – Uninsured Loss Recovery

This Section is only operative if shown as such in the Schedule

A claim under this Section will be administered by a third party service provider approved by the Insurers

Definitions

Legal Representative	The solicitor barrister or other suitably qualified person appointed to act for the Insured Person under C Claims Conditions - Representation
Insured Event	a) Loss of or damage to the Vehicle b) Loss of or damage to personal possessions in or on the Vehicle which are the property of the Insured Person or for which personal possessions the Insured Person is legally responsible c) Death disease or illness of or bodily injury to the Insured Person who is in or on or boarding or alighting from the Vehicle caused by impact of that Vehicle provided that such impact occurs within the Period of Insurance and within the Territorial Limits
Insured Person	a) The Policyholder b) The driver of the Vehicle c) The Passenger
Legal Expenses	Legal fees costs and disbursements reasonably and properly due to or incurred by the Policyholder its employees or agents or the Legal Representative to the extent that such are or would be allowed on a taxation of costs on the standard basis determined in accordance with Order 62 Rule 12 of the Rules of the Supreme Court 1965 (or any amendment or re-enactment thereof)
Limit of Liability	£50,000 in respect of the aggregate of Legal Expenses and Opponent's Costs relating to all Insured Events attributable to any one cause
Opponent's Costs	Costs in civil proceedings awarded against the Insured Person by the court or for which the Insured Person becomes liable upon filing notice of discontinuance of the proceedings or pursuant to settlement
Passenger	Any person being carried in or on the Vehicle
Territorial Limits	Great Britain Northern Ireland the Isle of Man the Channel Islands Andorra Austria Belgium Denmark Republic of Ireland Finland France Germany Gibraltar Greece Iceland Italy Liechtenstein Luxembourg Monaco the Netherlands Norway Portugal San Marino Spain Sweden Switzerland and Turkey (west of the Bosphorus)

A Cover

The Insurers will at its sole expense upon receipt of the claim of the Insured Person

- a) pursue on behalf of and for the benefit of that Insured Person his legal rights of recovery from any third party of pecuniary loss and costs arising from any Insured Event other than such loss or cost for which that Insured Person is entitled to indemnity under any Section of this Policy
- b) initiate conduct and/or represent that Insured Person in any legal proceedings reasonably necessitated for the purposes of a) above and/or in relation to an appeal or defence of an appeal against the judgement of a relevant Court in such proceedings provided always that such proceedings are within the jurisdiction of a Court within the Territorial Limits
- c) pay on behalf of that Insured Person such irrecoverable Legal Expenses and/or Opponent's Costs as arise in relation to a) and/or b) above

subject to the Limit of Liability and the terms conditions and limitations of the Section

B Exceptions

The Insurers shall not be liable in respect of any claim arising from or relating to

- 1) any use of the Vehicle in any circumstance where the driver is not entitled to indemnity under Section 1 of this Policy
- 2) an Insured Event not reported to the Insurers as soon as reasonably possible
- 3) loss or costs suffered by the Insured Person to the extent of any claim against the driver of the Vehicle or the Passenger in such capacity
- 4) loss or costs suffered by the Passenger unless such claim is made by or with the written consent of the Policyholder
- 5) any act or omission of the Person which he knew to be wrongful or which he committed or attempted in reckless disregard of its outcome
- 6) Legal Expenses incurred by the Insured Person without the Insurers' written consent
- 7) the Vehicle not being in a good mechanical roadworthy and safe condition
- 8) loss costs Legal Expenses or Opponent's Costs which are or would be but for this Policy indemnifiable by any other person

C Claims Conditions

The following replace the Claims Conditions otherwise applicable to this Policy

Notification The Insured Person shall as soon as reasonably possible give to the Insurers notice of any Insured Event which has given or may give rise to a claim by that Insured Person

Consent The Insurers shall have no liability under this Section unless and until it has provided its written consent to a claim upon being satisfied that the Insured Person has correctly identified the third party and has reasonable grounds for pursuing his legal rights with reasonable prospects of success The decision to grant Consent will take into account the opinion of the Insured Person's Legal Representative if any

- Withdrawal of Consent** The Insurers shall be entitled to withdraw consent forthwith upon becoming aware of any of the following
- a) that the grounds for pursuit or continuing pursuit and/or the prospects of success are no longer reasonable
 - b) that the Insured Person is taking or refraining from any action in relation to the conduct of his claim without the Insurers' consent or contrary to that reasonably required by the Insurers or the Legal Representative whether under C Claims Condition - Control of Claim or otherwise
 - c) that the Legal Representative has ceased to act in relation to the Insured Person's claim whether at the request of that Insured Person or otherwise

Provided always that the Insurers shall remain liable for such Legal Expenses and/or Opponent's Costs as have been incurred up to the date of such withdrawal of consent

Withdrawal by the Insured Person If for any reason the Insured Person withdraws from his claim without the Insurers' specific consent such Legal Expenses and/or Opponent's Costs as have been incurred up to the date of such withdrawal and/or which the Insurers reasonably consider obliged to pay as a consequence of such withdrawal will forthwith become the liability of that Insured Person and recoverable from him by the Insurers

- Representation**
- a) If in relation to the conduct of a claim or any legal proceedings related thereto it is in the opinion of the Insurers necessary for the Insured Person to be represented by a solicitor barrister or other appropriately qualified person that Insured Person shall be invited to nominate his Legal Representative
 - b) Failing such nomination or if the Insured Person so requests the Insurers will nominate the Legal Representative
 - c) If the Legal Representative so nominated by either party is acceptable to the other (such consent not to be unreasonably withheld) he shall be appointed in the name of and on behalf of the Insured Person
 - d) If the parties fail to agree upon the choice of Legal Representative the Insured Person shall be entitled to refer the matter to arbitration in accordance with D General Conditions - Arbitration in this Section

- Control of Claim**
- a) The Insured Person must provide promptly to the Legal Representative if any or otherwise to the Insurers all information documents and assistance relating to his claim and must cooperate fully in the pursuit of his claim including any legal proceedings
 - b) The Insurers are entitled to be kept fully informed of the progress of a claim or legal proceedings and the Insured Person shall give whatever instructions to the Legal Representative as are necessary to ensure this provided always the Legal Representative shall not be obliged to provide to the Insurers anything relating to the conduct of legal proceedings which is or might be prejudicial to the interests of that Insured Person
 - c) The Insured Person must inform the Insurers immediately on receiving an offer to settle the claim or legal proceedings or an offer of payment into court The Insurers shall be entitled to
 - i) withdraw its consent to the claim forthwith in accordance with C Claims Conditions - Withdrawal of Consent if in the opinion of the Insurers the Insured Person unreasonably withholds agreement to such settlement

- ii) regard the Insured Person as withdrawing from his claim in accordance with C Claims Conditions - Withdrawal by the Insured Person if that Insured Person agrees to such settlement upon terms which in the opinion of the Insurers unreasonably preclude or restrict the recovery of Legal Expenses and/or involve a liability to Opponent's Costs

- Payment of Legal Expenses**
- a) The Insured Person shall not without the written consent of the Insurers enter into any agreement with the Legal Representative as to the Legal Expenses to be incurred or paid from time to time
 - b) The Insured Person must forward to the Insurers immediately upon receipt all bills or requests for payment received from the Legal Representative If so requested by the Insurers the Insured Person shall certify any such bills for Legal Expenses to the effect that these have been properly incurred or shall require the Legal Representative to submit any such bills for Legal Expenses and/or demands for Opponent's Costs for taxation or certification by the appropriate court or Law Society

D General Conditions

Severability Each and every reference in this Section to the Insured Person or Vehicle shall unless the context otherwise requires be construed in relation to a particular Insured Event loss claim or legal proceedings as a reference to the specific person(s) or Vehicle(s) involved in that Insured Event loss claim or legal proceedings

Mitigation of Loss The Insured Person must take all reasonable measures to avoid or minimise the cost of any loss or legal proceedings which is or might be the subject of a claim under this Section and shall account forthwith to the Insurers for any Legal Expenses recovered from any third party

Validity of Claims If the Insured Person shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise the Insurers shall not be liable in respect of that claim or any other claim of that Insured Person relating to any Insured Event attributable to the same cause

Notice Notice under this Section shall be deemed duly given to the Insured Person if sent by post to the last known address of the Policyholder as specified in the Schedule

Arbitration The Insured Person shall be entitled to refer to arbitration any dispute he has with the Insurers concerning this Section Such matter for arbitration shall be referred to a single arbitrator who shall be either a solicitor or a barrister as agreed upon by the parties or failing such agreement one who is nominated by the President for the time being of the Law Society The decision of the arbitrator shall be final and binding on the Insured Person and the Insurers All costs of the arbitration shall be met in full by the party against whom the decision is made If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs

Policy Conditions

- Condition 1
Compliance
with Policy
Terms** The liability of the Insurers will be conditional on the Policyholder complying and as appropriate any other person entitled to indemnity complying as though he were the Policyholder with the terms of this Policy
- Condition 2
Reasonable
Precautions** The Policyholder must take or cause to be taken all reasonable precautions to prevent Injury Damage or pecuniary loss and shall maintain in a roadworthy condition any Vehicle
The Insurers shall have free access to examine any Vehicle at all reasonable times
- Condition 3
Alterations** Cover under this Policy will cease in the event of any alteration which increases the risk of Damage or where the Policyholder's interest ceases (other than by will or operation of law) unless such alteration is agreed in writing by the Insurers
- The Policyholder shall give notice to the Insurers when any Building insured by Section 2 becomes unoccupied
- If the Business is wound up or carried on by a Liquidator or Receiver or permanently discontinued cover under Section 3 is cancelled
- Condition 4
Claims
Procedure and
Requirements** In the event of circumstances giving rise to or liable to give rise to a claim the Policyholder shall:
- a) report it to the Insurers immediately and furnish in writing full details as soon as possible but at the latest within 7 days if caused by riot civil commotion or malicious persons
 - b) report it to the Police immediately in the event of Damage caused by malicious persons theft or accidental loss
 - c) at his own expense give all evidence information and assistance as required
 - d) send every writ or other document to the Insurers immediately and not acknowledge it nor admit liability nor promise payment to other parties without the Insurers' written consent
 - e) permit the Insurers at their own discretion and expense to take over and conduct the defence or settlement of any claim and to take all necessary steps for enforcing any rights against any other party in the name of the Policyholder before or after meeting the Policyholder's claim
- Condition 5
Fraud** If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the Policyholder or anyone acting on his behalf to obtain any benefit under this Policy or if any Damage be occasioned by the wilful act or with the connivance of the Policyholder all benefits under this Policy shall be forfeited
- Condition 6
Insurers' Rights**
- a) The Insurers may enter any premises where Damage has occurred and take possession of or require to be delivered to them any Property insured and deal with it in any reasonable manner but the Policyholder shall not be entitled to abandon any property to the Insurers whether taken possession of by the Insurers or not
 - b) The Insurers are entitled to take over and conduct the defence or settlement of any claim at their discretion
 - c) Under Sections 1 Road Risks 6 Employers Liability and 7 Public Liability the Insurers may at any time pay the Limit of Liability (after the deduction of any sum or sums already paid) or any less amount for which any claim or claims can be settled and shall then relinquish the conduct and control of and be under no further liability in respect thereof except for the payment of costs and expenses incurred prior to the date of such payment

- Condition 7
Other
Insurances** If at the time of any Damage to Property hereby insured there is any other insurance effected by or on behalf of the Policyholder covering such Property the liability of the Insurers under this Policy shall be limited to their rateable proportion of such Damage
- If any such other insurance shall be subject to any Underinsurance Clause this Policy if not already subject to the Underinsurance Clause shall be subject to the Clause in like manner
- If any other insurance effected by or on behalf of the Policyholder is expressed to cover any of the Property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the Damage the liability of the Insurers hereunder shall be limited to such proportion of the Damage as the sum hereby insured bears to the value of the Property
- If the liability which is the subject of a claim under this Policy is or would but for the existence of this Policy be insured under any other insurance the Insurers shall not be liable under this Policy except to the extent of any excess beyond the amount payable under such other insurance had this Policy not been effected
- This condition does not apply to Sections 4C Personal Accident (Assault) and 5 Personal Accident
- Condition 8
Assessment of
Premium** The premium has been partly calculated on estimates supplied by the Policyholder and he shall keep an accurate record of information on matters for which estimates have been given which shall be available to the Insurers for inspection Before expiry of each Period of Insurance the Policyholder shall supply the Insurers with a true statement of the particulars necessary for assessment of premium for the renewal of the Policy Failure to supply such particulars shall entitle the Insurers to estimate if they so wish to calculate the payment for the renewal of the Policy from such estimated particulars
- Condition 9
Cancellation** This Policy may be cancelled
- a) by the Insurers sending 30 days written notice by recorded delivery letter to the last known address of the Policyholder (and in the case of Northern Ireland to the Department of the Environment for Northern Ireland) The Policyholder shall be entitled to a pro rata return of premium calculated from the date of cancellation or if a Certificate of Motor Insurance or Employers Liability Insurance has been issued from the date of return to the Insurers of such certificate(s)
 - b) by the Policyholder who shall be entitled to a return of premium after deduction of premium at the Insurers' short period rates for the period the Policy has been in force calculated from the date of receipt by the Insurers of notice of cancellation or if a Certificate of Motor Insurance or Employers Liability Insurance has been issued from the date of receipt by the Insurers of such certificate(s)
- Condition 10
Cancellation
of Monthly
Premiums** If this Policy is issued or renewed on the basis of monthly premiums the liability of the Insurers will cease in the event of non-payment of any monthly premium on its due date but before cancellation takes effect the Insurers will send 7 days notice by letter to the last known address of the Policyholder
- Condition 11
Warranties** Every warranty to which the Property insured or any item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy and non-compliance with any such warranty whether it increases the risk or not shall be a bar to any claim in respect of such property or item provided that whenever this Policy is renewed a claim in respect of destruction or damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period

Condition 12 This Policy shall be voidable in the event of misrepresentation misdescription or
Non-disclosure non-disclosure in any material particular

Condition 13 If any difference shall arise as to the amount to be paid under this Policy (liability being
Arbitration otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurers

Condition 14 This condition does not apply to Sections 1 4C 5 6 and 7
Subrogation

Any person claiming indemnity under this Policy shall at the request and at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Insurers shall be or would become entitled or subrogated upon their paying for or making good any Damage under this Policy whether such acts and things shall be or become necessary or required before or after indemnification by the Insurers

Condition 15 **Definitions**
Intruder Alarm

Intruder Alarm means detection circuits control and processing equipment power supplies audible and remote signalling including any ancillary telecommunications systems

Keyholder means the Policyholder or any responsible person or Keyholding company authorised by the Policyholder who is available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm attend and allow access to the Premises

Alarm Company means that company which installed the Intruder Alarm or as agreed with the Insurers is responsible for maintaining and servicing the Intruder Alarm

It is a condition precedent to the Insurers' liability in respect of Damage caused by theft or attempted theft under Section 2 – Property that when an Intruder Alarm is installed at the Premises

- a) the Intruder alarm shall be
 - i) installed in accordance with a specification
 - ii) subject to procedures for Police and any other response to any activation of the Intruder Alarm

agreed by the Insurers the details of which are lodged with the Insurers

- b) the Intruder Alarm is kept in full and efficient working order and any detection devices and their circuits connected for continuous operation are fully operable at all times
- c) a maintenance contract is in force with the Alarm Company
- d) the Alarm Company is immediately advised of any apparent defect in the Intruder Alarm
- e) the Policyholder shall maintain the secrecy of the codes used for the operation of the Intruder Alarm and details of such codes shall be removed from the Premises when the Premises are left unattended
- f) the Policyholder shall appoint at least two Keyholders and lodge written details (which must be kept up to date) with the Alarm Company and the Police Authority

- g) in the event of notification of any activation of the Intruder Alarm or interruption of the means of communication during any period when the Intruder Alarm is set a Keyholder shall attend the Premises as soon as possible and the Premises shall not be left unattended until the provisions of paragraph h have been complied with
- h) the Premises shall not be left unattended without the agreement of the Insurers
 - i) unless the Intruder Alarm is put into full operation and is at the time serviceable to the best knowledge and belief of the Policyholder or his authorised representative
 - ii) if the Police Authority have withdrawn or modified their response to alarm calls
- i) no alteration or substitution of
 - i) any part of the Intruder Alarm
 - ii) the procedures agreed with the Insurers for the Police or any other response to any activation of the Intruder Alarm
 - iii) the maintenance contract
 be made without the written agreement of the Insurers
- j) the Policyholder shall notify the Insurers as soon as possible
 - i) if notice is received warning of possible or intended withdrawal or modification of response to calls from the Intruder Alarm
 - ii) before any structural alterations of the Premises or changes in layout to the Premises which would affect the Intruder Alarm take place
 - iii) if the Local Authority Authority or Magistrate imposes any requirements under the terms of The Environmental Protection Act or other legislation requiring modification of the Intruder Alarm by the Policyholder
 - iv) if the Alarm Company advises that the Intruder Alarm cannot be returned to or maintained in full and efficient working order
 and the Policyholder shall comply with any subsequent requirements stipulated by the Insurers

Condition 16
Motor
Insurance
Database

It is a condition of the policy that you supply details of all vehicles insured on the policy as required by the relevant law applicable in Great Britain and Northern Ireland, for entry on the Motor Insurance Database

Policy Exceptions

This Policy does not cover

POLICY SECTION OR SECTION TO WHICH EXCLUSION APPLIES

Exception 1 Radioactive Contamination	<p>Damage to any Property or Vehicle or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from</p> <p>a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel</p> <p>b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof</p> <p>but in respect of Injury to Employees under Section 6 Employers Liability this Exception shall apply only when the Policyholder under a contract has either undertaken to indemnify or to assume the liability of another party in respect of such Injury</p>	ALL SECTIONS
Exception 2 Excess	<p>The first £250 of each claim other than in respect of</p> <p>Section 1 Damage to a Vehicle caused by the breakage of windscreens or windows where this is the only damage to the Vehicle other than scratching of body work resulting from the breakage</p> <p>Section 2 Damage caused by fire lightning or explosion</p>	SECTIONS 1 and 2
Exception 3 Northern Ireland and Terrorism	<p>a) Damage to property or Consequential Loss in Great Britain occasioned by or happening through or in consequence directly or indirectly of Terrorism</p> <p>except to the extent stated in the SPECIAL PROVISION - Terrorism</p> <p>b) Damage to property or Consequential Loss in Northern Ireland occasioned by or happening or in consequence directly or indirectly of</p> <p>i) riot civil commotion and (except in respect of Damage by fire or explosion) strikers locked-out workers or persons taking part in labour disturbances or malicious persons</p> <p>ii) Terrorism</p> <p>Consequential Loss resulting from interruption of or interference with the Business carried on by the Policyholder at the Premises in consequence of Damage to Property used by the Policyholder at the Premises for the purpose of the Business</p>	SECTIONS 2 and 3

Terrorism shall mean any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

Great Britain shall mean England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 or the Isle of Man or the Channel Islands

In any action suit or other proceedings where the Insurer alleges that by reason of this definition any Damage or Consequential Loss is not covered by this Policy (or is covered only up to a specified limit of liability) the burden of proving that such Damage or Consequential Loss is covered shall be upon the Policyholder

Special Provision

Terrorism

Subject otherwise to the terms Definitions Exceptions provisions and Conditions of the Policy this insurance includes Damage to property or Consequential Loss resulting therefrom in Great Britain by fire or explosion occasioned or happening through or in consequence of Terrorism as defined above

Provided that the liability of the Insurer in respect of such Damage or Consequential Loss shall not exceed per loss occurrence

- a)
 - i) in respect of Damage to Buildings - £100,000
 - ii) in respect of Damage to other Property - £100,000
 - iii) in respect of Business Interruption or Rent - £100,000
 - iv) in respect of Outstanding Debit Balances - £100,000

or

- b) any limit of liability or Sum Insured stated in the Policy
whichever is the lower

Any provision in this Policy which provides for any Sum Insured or Limit of Liability to be automatically reinstated following a loss shall not apply to losses covered under this Special Provision

POLICY SECTION OR
SECTIONS TO WHICH
EXCLUSION APPLIES

COMPLAINTS PROCEDURE

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints process

Initially, contact us to raise your concern with:-

Peter Vinyard
Compucar Limited
P.O. Box 228
Bury St Edmunds
Suffolk IP28 6DL
Tel: 0870 2410127
Fax: 01638 751243
Email: peter@compucar.net

If your complaint is against Royal & Sun Alliance Insurance plc alone, we will pass your complaint to their nominated contact within 24 hours. This will also happen if we believe that we cannot resolve your complaint without the involvement of Royal & Sun Alliance Insurance plc or there is any query relating to the complaint. The complaints procedure of Royal & Sun Alliance Insurance plc will then apply.

If your complaint is not resolved or you are not happy with the response and course of action proposed by Royal & Sun Alliance Insurance plc, you can progress your complaint to Royal & Sun Alliance Insurance plc Customer Relations Office who will carry out a separate investigation to attempt to resolve your complaint and will issue a final decision R&SA Customer Relations contact details:

Customer Relations Office
Royal & Sun Alliance Insurance plc
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA
Telephone: 0800 1076160
Fax: 01422 325146
Email: customerrelationsoffice@uk.royalsun.com

Timescales

We will acknowledge your complaint within 5 business days of it having been received by us and we will issue you with our final decision letter within 8 weeks.

What to do if you are still not satisfied

If you are still not satisfied Compucar and Royal & Sun Alliance Insurance plc are regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service, and you may be able to refer your complaint to them. However, the Financial Ombudsman Service will not adjudicate on any cases where legal action has commenced or where a final decision has not been issued.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Telephone: 0845 0801800
Email: enquiries@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above.

