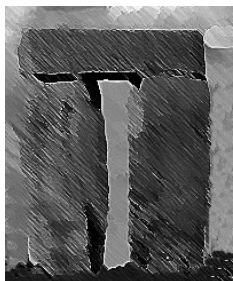


MOTOR TRADE ROAD RISKS POLICY



GRANITE UNDERWRITING

**Underwritten by
Haven Insurance Company Ltd.**

**Registered office: Level 3, Ocean Village Business Centre, 23, Ocean Village Promenade, Gibraltar
Registered number 85914
Website: www.haven.gi**

PLEASE READ THIS INSURANCE DOCUMENT CAREFULLY TO ENSURE IT MEETS YOUR REQUIREMENTS

KEEP THIS INSURANCE DOCUMENT IN A SAFE PLACE

Insurers

**This Insurance is underwritten by:
Haven Insurance Company Limited**

**Haven Insurance Company Limited is Licensed and regulated by the Gibraltar Financial Services Commission
under the Insurance Companies Act 1987 of Gibraltar**

and is a member of the UK's Financial Services Compensation Scheme.

**Haven Insurance Company Limited is registered in Gibraltar under company number 85914 and their registered
office is situated at Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar.**

Haven Insurance Company's Policies are administered in the UK by:

Granite Underwriting

Daniel House, 36 Chapel Lane, Formby, Merseyside LS7 4DU

FSA Register 311873 www.fsa.gov.uk/register/

Telephone: 0845 092 0701

Facsimile: 0844 482 1124

Haven Claims are administered by:

Prospect Legal Services Limited

Retreat Offices, London Road, Polhill, Seven Oaks, Kent TN14 7AA

Telephone: 01959 535 250

Claims reporting: 0845 092 0700

Please see page 35 for more information relating to claims and accidents

MOTOR TRADE ROAD RISKS POLICY DOCUMENT - IMPORTANT INFORMATION

The Policyholder's right to cancel

1. During the Cooling off period

The section is applicable to retail customers only (as advised by the insurance broker or intermediary through whom you arranged this insurance); If this **Policy** does not meet the **Policyholder's** requirements, please return all the documents and any **Certificate of Motor Insurance** to the Broker, Intermediary or Agent who arranged the **Policy** within 14 days of receipt. We will return any premium paid in accordance with our cancellation policy in **General Condition 7a – Cancellation During the Cooling Off Period**

2. After the Cooling off period

If the Policyholder wishes to terminate the contract at any other time, please contact the Broker, Intermediary or Agent who arranged the **Policy**.

Any return of premium will be made in accordance with our policy in **General Condition 7b – Any Other Cancellation** by the Policyholder. Subject to the Return Premium Condition.

Instalments – Consumer Credit Agreement

If the Policyholder has chosen to pay by Direct Debit instalments please read the Terms and Conditions of any Consumer Credit Agreement signed by the Policyholder. Failure to comply with the Terms and Conditions of the Consumer Credit Agreement may affect the **Policy** coverage. Please also refer to the **General Condition 16 (Premium Instalments)** in this document.

How to make a claim/report an accident – Tel. 0845 092 0700

The **Policyholder** has an obligation under Section 9 of the General Conditions on page 25 of this Policy to report incidents which may result in a **Claim** immediately or as soon as practicably possible thereafter. The **Insurer's** claims handlers will provide every assistance to resolve **Claims** quickly and fairly.

Please see the contact details for Haven Claims on the inside of the back cover of this document.

How to complain

If the **Policyholder** has an enquiry or complaint arising from the **Policy**, please contact the Broker, Intermediary or Agent who arranged the **Policy** on behalf of the **Policyholder** or if the Agent cannot be contacted, then contact **Haven Insurance Company Limited** at the address below quoting the Policy Number in all cases.

If the **Policyholder** is not satisfied with the way in which any complaint has been dealt with, please write to:

The Managing Director, Haven Insurance Company Limited, Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar

If we cannot resolve the differences between us, the Policyholder may refer any complaint to the Financial Ombudsman Service (FOS).

Their address is: South Quay Plaza, 183 Marsh Wall, London E14 9SR Telephone: 0845 080 1800.

Contract of Insurance

Insurers will provide insurance subject to the terms of this **Policy** against **Loss, Damage or Legal Liability** occurring during the **Period of Insurance** as defined in this **Policy** for which **Insurers** have accepted payment of the premium occurring in the **Territorial Limits** including in the course of transit including any process of loading or unloading during the **Period of Insurance**.

This **Policy** sets out clearly what is and is not covered and, to assist the **Policyholder**, any words with special meaning have been defined and are in **bold**. It is essential that the **Policyholder** reads this document, the **Schedule** and **Endorsements** carefully. If they are incorrect in any way, please tell the **Insurer** immediately.

In the absence of agreement to the contrary this **Policy** shall be governed by and construed in accordance with the laws of England and Wales. Any dispute relating to limits, terms, conditions and exceptions or validity of this **Policy** shall be subject to the exclusive jurisdiction of the courts of England and Wales.

The information the **Policyholder** has supplied, forms the basis of this legal contract between the **Policyholder** and the **Insurer**. **The Policyholder** must therefore ensure that all the information given is accurate and that no **Material Facts** have been withheld. Also, please remember that the **Policyholder** is required to tell the **Insurer** (via the **Policyholder's** broker if possible) immediately or as soon as practicably possible of any changes which may materially affect this **Policy**. Failure to do so may invalidate this **Policy**.

This **Policy Wording** together with any **Endorsements**, the **Schedule** and the **Certificate of Motor Insurance** shall be considered together as one contract referred to herein as the **Policy** and any word or expression to which a specific meaning has been given in any of them shall bear such meaning wherever it appears.

Chris Lathey
Managing Director
Haven Insurance Company Limited

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General Definitions

Whenever they appear in this Document of Insurance the following words carry the same meaning whether or not they commence with a capital letter.

Accessories and Parts

Permanent or temporary accessories and parts including entertainment, navigation and mobile communications equipment attached or fitted to the manufacturer's standard **Vehicle**.

Aggregate or In the Aggregate

Shall mean the total amount payable for all incidents during the Period of Insurance.

Articulated Vehicle

A goods carrying vehicle made up of a tractor unit and one semi trailer.

Business

The business described in the **Schedule**.

Business Hours

The **Policyholder's** usual **business hours**, including overtime, during which the **Trade Premises** are occupied by the **Policyholder** or an authorised **Employee**.

Claim shall mean

One incident or accident or series of incidents or accidents arising from one insured event. Where an insured event arises involving more than one Insured Vehicle the event will be treated as one **Claim**. See also **Limit of Indemnity**.

Customer Vehicle

Any **Vehicle** in the custody or control of the **Policyholder** for repair, service, overhaul, maintenance, inspection, testing, alteration, cleaning or storage and for which **The Policyholder** has accepted responsibility but excluding vehicles consigned to the Policyholder.

Customer Loan Vehicle

Any vehicle specified on the **Schedule** as a **Customer Loan Vehicle** used for lending or hiring to any Customer whilst the Customer's Vehicle is in **The Policyholder's** custody or control for the purpose of repair, service, overhaul, maintenance, inspection, testing, alteration or cleaning.

Damage or Loss

Physical **Loss**, physical **Damage** or physical destruction.

Demonstration Vehicle

Any vehicle supplied by the manufacturer for the purpose of demonstration which is registered in the name of the Policyholder or the manufacturer.

Employee

A any person under a contract of service or apprenticeship with the **Policyholder**.

B any person acting in the capacity of non executive director of the **Policyholder**.

any labour master labour only sub-contractor or any person supplied by them

C Any person not under a contract of service or apprenticeship who is, at the requirement of the **Policyholder**, supplied to, hired or borrowed by the **Policyholder** in the course of **business** and under the control of the **Policyholder**, including but not limited to:

a. persons on secondment from another company that is not an insured under this **Policy**

b. labour masters or persons supplied by them;

c. labour only subcontractors;

d. self-employed persons;

e. drivers or operators of hired-in plant;

f. persons engaged under work experience, training, study, exchange or similar schemes;

g. voluntary workers, helpers and instructors

h. persons working under the Community Offenders Act 1978, the Community Offenders (Scotland) Act 1978 or similar legislation;

i. outworkers or home-workers employed under contracts to personally execute any work in connection with the **Business** while they are engaged in that work;

j. any other person defined under Sections 32.-(1), 35.-(2) and 54.-(3) (b) of the National Minimum Wage Act 1998;

k. prospective employees who are being assessed by **The Policyholder** as to their suitability for employment;

l. any person a Court of Law in the **United Kingdom** deems to be an employee;

Employee's Vehicle

Any **Vehicle** owned by or registered, leased or hired under a hire purchase agreement to any **Employee** including directors employed by the **Policyholder**.

Endorsement

A clause or memorandum added to the **Policy** embodying some alteration to the terms of the **Policy**.

Excess

A clause or memorandum added to the **Policy** embodying some alteration to the terms of the **Policy**.

The **Policyholder's** contribution, as stated in the Schedule. If more than one Insured Vehicle is the subject of a valid claim, the excess will apply per Vehicle.

Hazardous Loads

- i. Liquid or solid substances including waste, medical waste and articles containing them, that have been tested and assessed against internationally agreed criteria and found to be potentially dangerous (hazardous) when carried as defined in the DSEAR 2002 regulations
- ii. pressure vessels e.g. air receiving tanks.
- iii. Loads which require notification to and authorisation from authorities in the Territorial Limits.

Insured or The Insured

Any person entitled to indemnity under the terms of this **Policy**.

Insured Vehicle

Any **Vehicle** described in the **Schedule** under description of vehicles and not otherwise excluded, the property of the **Policyholder** or in the custody or control of the **Policyholder** in connection with the business as described in the **Schedule** provided that such **Vehicle** is not a goods carrying vehicle being used for hire or reward. (Use solely for breakdown purposes or use under a Trade Plate for the carriage of goods for demonstration purposes in accordance with the regulations applicable to trade licences is not deemed to be use for hire or reward).

An **Insured Vehicle DOES NOT** include a **Vehicle** owned or leased or hired to or by any director or any driver named in the Certificate of Motor Insurance (except the **Policyholder**) or any **Relative**, spouse, domestic partner or Employee of the **Policyholder** or hired to them under a hire purchase agreement EXCEPT where the said vehicle is in the custody or control of the **Policyholder** for repair, service, overhaul, maintenance, inspection, testing, alteration, cleaning or storage.

Insurer

Haven Insurance Company Limited.

Limit of Indemnity

The **Insurer's** limit of liability (the maximum the **Insurer** shall pay) before deduction of the **Excess** as stated in the **Schedule** plus any **excess** applicable to any young or inexperienced driver. See also General Condition 21.

Market Value

The value of the **Insured Vehicle** at the date of the **Loss or Damage** according to Glass's Guide retail sale price for the same vehicle make and model of similar condition, age and mileage as that of the **Insured Vehicle** including the value of any **Accessories and Parts**.

Material Fact

Any fact likely to influence the **Insurer's** decision when setting the terms and level of premium for the risk or whether to accept the risk.

Maximum Liability

The Insurer's limit of liability to indemnify the Policyholder for loss or Damage to an Insured Vehicle or Vehicles under Section 2 and Section 3 in the Aggregate.

Motor Insurers Database (MID) or Motor Insurers Information Centre (MIIC)

The body responsible in the UK for maintaining records of all Insured Vehicles, and sharing this information with Insurers, Claimants through out the EEC, the Police and other government departments. This is sometimes referred to as the Motor Insurers Information Centre (MIIC) being the body responsible for the creation and management of the data.

Motor Vehicle

See Vehicle.

Motorcycle

A mechanically propelled **Vehicle**, not being an invalid carriage, with less than four wheels and the weight of which does not exceed 410 kilograms.

Period of Insurance

The period stated in the **Schedule**, for which **The Policyholder** has paid and the **Insurer** has accepted the premium.

Policyholder (the)

The person or persons, company or companies, business partnership or other legal entity or legal entities declared in the **Certificate of Motor Insurance** and the **Schedule** under the heading **Policyholder** and having entered into a **Contract of Insurance** with the **Insurer**.

Policyholder Vehicle

Any **Vehicle** belonging to the **Policyholder** including vehicles leased or hired to the **Policyholder** for the purpose of the business and vehicles consigned to the **Policyholder** by the manufacturer.

Policy

This entire **Contract of Insurance** including this **Policy Wording**, together with the current **Schedule**, any accompanying **Endorsements** (the number(s) of which will be shown on the current **Schedule** if they are operative) and the current **Certificate of Motor Insurance**.

Policy Wording

This document or wording in its entirety.

Pollution

All **Pollution** or contamination of buildings and other structures, water, land or the atmosphere including all **Loss, Damage** or injury directly or indirectly caused.

Private Residence

The private domestic residence of any person named in the current **Schedule** as entitled to drive **provided** the residence is not being used for any business directly or indirectly connected with the Motor Trade other than as disclosed to the **Insurer**.

Proposal

Any signed proposal, statement of facts, declaration or other information supplied to the **Insurer** by the **Policyholder** or on behalf of the **Policyholder**.

Quad Bike or ATV

An All-Terrain Vehicle (ATV) with four or less low pressure tires which can carry one or more people on which the operator straddles the seat and steering is by way of handlebars.

Relative

Shall mean spouse whether legally married or not, son, daughter, or grandchild of the **Policyholder** or any other family member if that family member resides at the same address as the **Policyholder**.

Road

Road means anywhere that would be held to be a road or public place for the purposes of any compulsory motor insurance legislation against third party liabilities operative within the **Territorial Limits** defined in this **Policy**.

Road Risks

Risks which occur on a **Road** as defined under **Road** above.

Schedule

The document titled **Schedule** that includes the name of the **Policyholder** or **Policyholders**, the premium and other variables to this standard **Policy Wording** (including any operative **Endorsement**) and is incorporated in this **Policy** and accepted by the **Policyholder**.

Schedules may be re-issued from time to time where each sequentially numbered successor overrides the earlier document.

Self Drive Hire

Those **Vehicles** owned by or registered, leased or hired under a hire purchase agreement to the **Policyholder** for hiring out under a contract of temporary hire of not more than 30 days duration.

Statement of Fact

This is a record of the information provided by the **Policyholder** to the **Insurer** and or the **Policyholder's** insurance agent about the **Policy holder** and the **Policyholder's Business**.

Stock Vehicles

Any Vehicle owned by the Policyholder specifically for the purpose of resale, but not any Vehicle used or kept on a public highway which is/are required to have minimum insurance to comply with legislation except for Vehicles displaying Trade Plates used in compliance with the Road Vehicles (Registration and Licensing) Regulations 2002 or any subsequent legislation relating thereto.

Territorial Limits

Great Britain or Northern Ireland or the Isle of Man or the Island of Alderney or the Island of Guernsey or the Island of Jersey.

Terrorism

- i. In the United Kingdom, “terrorism” shall follow the interpretation as set out in Part 1 of the Terrorism Act 2000 or as per any subsequent amendments thereto or successors thereof (as replicated hereunder).
- ii. In any other territory, which has equivalent legislation to the Terrorism Act 2000, “terrorism” will follow the definition of that legislation.
- iii. In any other territory the UK Terrorism Act 2000 or subsequent amendments thereto or successors thereof will be deemed to be the applicable definition.

Part 1 of the Terrorism Act 2000 contains the following definition -

(1) In the Act “terrorism” means the use or threat of action where -

- (a) the action falls within subsection (2),
- (b) the use or threat is designed to influence the government or to intimidate the public or a section of the public, and
- (c) the use of threat is made for the purpose of advancing a political, religious or ideological cause.

(2) Action falls within this subsection if it -

- (a) involves serious violence against a person,
- (b) involves serious **Damage** to property,
- (c) endangers a person’s life, other than the person committing the action,
- (d) creates a serious risk to the health or safety of the public or a section of the public,
- (e) is designed to interfere with or seriously disrupt an electronic system.

(3) The use or threat of action falling within subsection (2) which involves the use of firearms or explosives is terrorism whether or not subsection 1(b) is satisfied.

Trade Plate

Shall have the meaning described and be used in accordance with the regulations described in the Road Vehicles (Registration and Licensing) Regulations 2002 or any subsequent legislation relating thereto.

Trade Premises

Any property occupied by or used by the Policyholder or any partner, director or Employee of the Policyholder or any other person named in the Schedule as entitled to drive, for the purpose of the business as described in the Schedule. Including any property where vehicles are worked on, parked, left, kept, garaged, displayed or stored but excluding any property where vehicles are parked temporarily in the course of a journey, provided that such property is not owned, leased, hired, rented or otherwise in the occupation of the Policyholder or any partner, director or Employee of the Policyholder or any other person named in the Schedule as entitled to drive.

Trade Value

The cost to replace the **Policyholder's Vehicle** which is the price the **Policyholder** would pay at the time of the **Loss** to buy a replacement **Vehicle** with the intention of selling it, for profit, at a later date. The **Vehicle** must be of similar make, model, year, mileage and condition. The Insurer will use such publications as Glass's Guide to set the **Trade Market Value** of the **Vehicle**.

Trailer

A trailer designed for the purpose of being towed by a vehicle, including a caravan or broken down vehicle (as permitted by law).

Vehicle

Any mechanically propelled **Vehicle** including its permanently fitted **Accessories and Parts** but not:

- a. Steam driven vehicles.
- b. Aircraft, hovercraft or water craft.
- c. Any **Vehicle** shown in the **Schedule** as being specifically excluded from this insurance.

Warranty

Something which, at the **Insurer's** request the **Policyholder** promises to do or not to do. Failure to comply fully with a **Warranty** is a breach of contract allowing the **Insurer** to avoid any liability other than as required to comply with the minimum requirements arising under compulsory motor insurance legislation within the **Territorial Limits** during the **Period of Insurance**.

SECTION 1 - LIABILITY TO THIRD PARTIES

1. The Insurer will indemnify the Policyholder:

- 1.1 a) against legal liability for **Damages** and claimant's costs and expenses and all costs and expenses incurred with the **Insurer's** written consent in respect of:-
- i) Death or bodily injury of any person.
 - ii) **Damage** to property up to the limit of £2,000,000 any one claim or number of claims arising out of one cause.

Where such death injury or **Damage** arises out of an accident caused by or in connection with the use of any **Insured Vehicle** on a **Road** or the loading or unloading of any **Insured Vehicle** where the accident or use of the **Insured Vehicle** occurs during the **Period of Insurance** and within the **Territorial Limits**:

- b) The **Insurer** will pay the reasonable legal costs incurred with its written consent for representation at any Coroner's Inquest or Fatal Accident Inquiry or the defence of proceedings in a Court of Summary Jurisdiction up to a maximum of £5,000.
- c) The **Insurer** will arrange and pay reasonable costs incurred with its written consent for legal services for defence in the event of proceedings being taken for manslaughter or reckless or dangerous driving causing death where the death in either case may be the subject of indemnity under Section 1.1a) up to a maximum of £5,000.

The indemnity provided under Section 1(c) is in addition to any other indemnity which may be provided by this Policy in respect of legal defence or representation.

1.2 Indemnity to other persons

The **Insurer** will in terms of **Section 1.2** indemnify

- a) Any person specified in the current **Certificate of Motor Insurance** issued to the **Policyholder** as entitled to drive while driving an **Insured Vehicle** on the order or with the permission of the **Policyholder**.
- b) Any person using (but not driving) an **Insured Vehicle** with the permission of the **Policyholder** for social domestic and pleasure purposes.
- c) At the request of the **Policyholder** any person (other than the person driving) in or mounting into or dismounting from any vehicle described in the **Schedule**, provided that the vehicle is being used within the limitations as to use set out in the **Certificate of Motor Insurance**.

1.3 Indemnity to legal personal representatives

In the event of the death of any person entitled to indemnity under this section the **Insurer** will in respect of the liability incurred by such person indemnify the person's legal personal representatives in the terms and subject to the limitations which apply to such persons.

1.4 Emergency Treatment

The **Insurer** will indemnify the **Policyholder** and any **Insured** described in the current **Certificate of Motor Insurance** against liability arising under compulsory motor insurance legislation within the **Territorial Limits** during the **Period of Insurance** to pay for **Emergency Treatment** arising from the use of an **Insured Vehicle**.

1.5 Avoidance of certain terms and rights of recovery

Nothing in this **Policy** or any **Endorsement** shall affect the right of any person indemnified by this **Policy** or of any other person to recover an amount under or by virtue of the provisions of the law of any territory in which the **Policy** operates relating to liability to third parties.

BUT the **Policyholder** shall repay to the **Insurer** all sums paid by the **Insurer** which would not have been liable to pay but for the provisions of such law.

1.6 Cross Liabilities

Where more than one party comprises the **Policyholder** in the **Schedule** the **Insurer** will treat each party as the **Policyholder** as if a separate **Policy** had been issued for each, provided that the **Insurer's** maximum liability under all policies shall not exceed the limits stated in **Section 1** above.

1.7 Indemnity for Trailers

The **Insurer** will also cover in terms of **Section 1** above the liability of the **Policyholder** for any **Trailer** which is attached to an **Insured Vehicle** for the purpose of being towed.

1.8 Unauthorised Movement of Vehicles

We will **Indemnify** the **Policyholder** in the terms of this **Section** in respect of any accident caused by through or in connection with the movement of any **Vehicle** not belonging to the **Policyholder** and not in the **Policyholder's** custody or control provided such **Vehicle** is impeding the legitimate passage of the **Policyholder's Vehicle** or Emergency Service Vehicle(s) and:

- 1.8.1 is being moved by the **Policyholder** or an **Employee** of the **Policyholder**
- 1.8.2 is being moved in connection with the **Policyholder's** Business
- 1.8.3 is not the property of the **Employee** moving it
- 1.8.4 is not covered by any other insurance covering such accident **Damage** or **Loss**

Exceptions to Section 1 – what is NOT covered

The Insurer will not provide indemnity in respect of

- a. In respect of death or bodily injury to any **Employee** or any other person arising out of and in the course of such person's employment by the person claiming to be indemnified under this section except so far as is necessary to meet the requirements of compulsory motor insurance legislation within the **Territorial Limits** during the **Period of Insurance**.
- b. In respect of death injury or **Damage** caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to an **Insured Vehicle** for loading thereon or the taking away of a load from an **Insured Vehicle** after unloading therefrom by any person other than the **Policyholder** or other person described in the current **Schedule** as entitled to drive.
- c. In respect of **Damage** to property belonging to or held in trust by or in the custody or control of the person claiming to be indemnified under this section.
- d. In respect of **Damage** to an **Insured Vehicle**.
- e. In respect of **Damage** to property being conveyed by or loaded onto or unloaded from an **Insured Vehicle**.
- f. Whilst the **Insured Vehicle** is within the precincts of an airport or aerodrome to which aircraft have any access whatsoever including areas where aircraft are kept but not operated.
- g. Any person specified in the **Schedule** as entitled to drive unless such person shall observe, fulfil and be subject to the terms, exceptions and conditions of this **Policy** so far as they apply.
- h. In respect of any consequential loss whatsoever arising from **Loss** or **Damage** to property belonging to or held in trust by or in the custody or control of the person claiming to be indemnified under this section.
- i. If there is any other insurance covering the same liability.
- j. In respect of **Pollution** or contamination either directly or indirectly arising from the use of an **Insured Vehicle** except insofar as it is necessary to meet the requirements of any compulsory motor insurance legislation within the **Territorial Limits** during the **Period of Insurance**.
- k. Excess.

SECTION 2 – LOSS OR DAMAGE TO POLICYHOLDER VEHICLES

The Insurer will Indemnify the Policyholder in respect of:

any **Insured Vehicle** belonging to or consigned to the **Policyholder** against:-

- a) **Damage** to such **Vehicle** and its **Accessories and Parts** while thereon by accidental collision or impact with any object.
- b) **Loss** of or **Damage** to such **Vehicle** and its **Accessories and Parts** while thereon by fire and lightning.
- c) **Loss** of or **Damage** to such **Vehicle** and its **Accessories and Parts** while thereon by theft as defined in the Theft Act or attempt thereof.

Occurring within the **Territorial Limits** up to the applicable **Limit of Indemnity** for all **Loss** or **Damage** to any **Insured Vehicles** occurring during the **Period of Insurance** subject to all the **Policy** terms, conditions and exceptions herein.

Conditions relating to Section 2

- 2.1 The **Insurer** may at its own option repair, reinstate or replace an **Insured Vehicle** or any part thereof or its **Accessories and Parts** or may pay in cash the amount of the **Loss or Damage**.
- 2.2 If, to the **Insurer's** knowledge an **Insured Vehicle** is the subject of a finance hire purchase or leasing agreement and the **Insurer** decides to pay cash to repair the **Loss or Damage** because (1) the **Insured Vehicle** is beyond economical repair, or (2) the **Insured Vehicle** is stolen and not recovered, to the extent a payment is to be made by the **Insurer** under the **Policy**, this payment will be used to discharge sums owed to the hire purchase or leasing company or bank and will be paid directly to them first less the **Excess** as provided for under the conditions and exceptions to Section 2.
- 2.3 Notwithstanding the **Limit of Indemnity** stated in the **Schedule** against Section 2 (a, b or c) the maximum amount payable by the **Insurer** for **Loss or Damage** to an **Insured Vehicle** and its **Accessories and Parts** thereon shall be limited to the **Trade Value** at the time of the **Loss or Damage** for **Vehicles** and shall not exceed the **Limit of Indemnity** shown in the **Schedule** against Section 2 before deduction of any **Excess** as provided for in the **Schedule** plus any additional young or inexperienced driver **Excess** shown against Endorsement RR22 in the **Schedule**.
- 2.4 The **Insurer's** liability shall be limited in respect of any lost or damaged part unobtainable from stock in the United Kingdom to the cost of such part shown in the last price list issued by the manufacturer for use in the United Kingdom.
- 2.5 If an **Insured Vehicle** is disabled by reason of **Loss or Damage** insured under this **Policy**, the **Insurer** may pay the reasonable costs of protection and removal to the nearest repairers. In the event of a total **Loss**, the **Insurer** will move the **Vehicle** to free and safe storage whilst the **Insurer's** investigations are carried out.
- 2.6 Section 2 shall be inoperative unless it is shown as operative in the **Schedule**.

Exceptions to Section 2 – what is NOT covered

The Insurer will not provide indemnity in respect of

- a. Loss of use, depreciation, wear and tear or mechanical or electrical breakdowns, failures or breakages.
- b. **Damage** to tyres by application of brakes or by road punctures, cuts or bursts.
- c. Frost **Damage**.
- d. **Damage** caused by defective workmanship or any **Damage** caused whilst working on any **Vehicle** by the **Policyholder** or any person acting on behalf of the **Policyholder**.
- e. Theft or attempted theft of **Accessories and Parts** including entertainment and navigation equipment unless stolen with the **Vehicle** itself.
- f. **Loss or Damage** occasioned by theft or attempted theft or any malicious act expedited or in any way brought about by any **Employee**, partner, director or a **Relative** of the **Policyholder** or other person described in the current **Certificate of Motor Insurance** as entitled to drive.
- g. **Loss** of any **Insured Vehicle** by deception by a purported purchaser or his agent.
- h. **Loss or Damage** to any **Insured Vehicle** whilst being towed lifted or transported where such movement is for hire or reward (unless **Endorsement RR9** is shown on the **Schedule** as operative).
- i. **Loss or Damage** to any **Insured Vehicle** whilst being towed lifted or transported other than for hire or reward (unless **Endorsement RR16** is shown on the **Schedule** as operative).
- j. **Loss or Damage** to any American/Canadian manufactured **Vehicle** (unless **Endorsement RR8** is shown on the **Schedule** as operative).
- k. The **Excess** as shown in the **Schedule** or 25% of the value of the **Loss** whichever is higher but not more than £2,500 plus any additional young or inexperienced driver excess shown in the **Policy Wording** for any Left Hand Drive **Vehicle**.
- l. Storage charges where the **Vehicle** is stored on property owned or used by the **Policyholder** or any partner, director or **Employee** of the **Policyholder**.
- m. **Loss or Damage** to any **Trailer** unless **Endorsement RR17** is shown on the **Schedule** as operative and the **Trailer** is described in the **Endorsement**.
- n. **Loss or Damage** arising directly or indirectly from fragmentation of any pressure vessel mounted or carried in or on an **Insured Vehicle**.
- o. **Loss or Damage** to any **Vehicle** which has not been notified to the **Insurer** within five (5) days of the **Policyholder** acquiring or accepting responsibility for such vehicle, being a **Vehicle** requiring notification to the **Motor Insurers Database** to comply with the Law.
- p. **Loss or Damage** to any Agricultural Machinery or Contractors Plant except those items of Agricultural Machinery or Contractors Plant described on **Endorsement RR 19** when **Endorsement RR19** is shown in the **Schedule** as operative.

- q. The first 25% or the **Policy Excess** whichever is greater, of any **Loss or Damage** to any **Insured Vehicle** which is a Kit Car or Kit motor cycle, or other **Vehicle** manufactured and sold for assembly by a third party but not exceeding £2,500 in all.
- r. **Loss or Damage** to any **Insured Vehicle** which has been incurred before the **Vehicle** comes into the care, custody or control of the **Policyholder**.
- s. Any **Loss or Damage** beyond the **Limit of Indemnity** shown in the **Schedule** under Section 2.
- t. **Loss or Damage** to any **Vehicle** which is at the time of the **Loss or Damage** in, on or within a 1/4 of a mile of the **Policyholder's Trade Premises** or any other premises owned or occupied by the **Policyholder**. This Exclusion does not apply to the **Policyholder's Private Residence** UNLESS the private domestic residence is also the **Policyholder's Trade Premises**. **Endorsement RR14 will be shown as operative when the Policyholder's Private Residence is excluded from cover.**
- u. Any **Loss or Damage** or liability arising from such **Loss or Damage** through the operation of a contract or agreement, unless such liability would have attached in the absence of such agreement.
- v. Any **Loss or Damage** to a **Customer Vehicle**.
- w. Any accessories or spare parts not fitted as standard by the manufacturer of the **Vehicle**.

SECTION 3 – LOSS OR DAMAGE CUSTOMER VEHICLES

The Insurer will Indemnify the Policyholder in respect of:

the **Policyholder's** legal liability at common law for any **Insured Vehicle** for which the **Policyholder** has accepted responsibility which is a **Customer Vehicle** as defined herein up to the **Limit of Indemnity** under Section 3 in the **Schedule** against:

- a) **Damage** to such **Vehicle** and its **Accessories and Parts** while thereon by accidental collision or impact with any object.
- b) **Loss of or Damage** to such **Vehicle** and its **Accessories and Parts** while thereon by fire and lightning.
- c) **Loss of or Damage** to such **Vehicle** and its **Accessories and Parts** while thereon by theft as defined in the Theft Act or attempt thereat.

Occurring within the **Territorial Limits** up to the applicable **Limit of Indemnity** for all **Loss or Damage** to any **Insured Vehicles** occurring during the **Period of Insurance** subject to all the **Policy** terms, conditions and exceptions herein.

Conditions relating to Section 3

- 3.1 The **Insurer** may at its own option dispute the quantum of any **Loss or Damage** or repair reinstate or replace a **Customer Vehicle** or any part thereof or its **Accessories and Parts** or may pay in cash the amount of the **Loss or Damage**.
- 3.2 If to the **Insurer's** knowledge a **Customer Vehicle** is the subject of a finance hire purchase or leasing agreement and the **Insurer** decides to pay cash in place of repairing the **Loss or Damage** because (1) the **Customer Vehicle** is beyond economical repair, or (2) the **Customer Vehicle** is stolen and not recovered, to the extent a payment is to be made by the **Insurer** under the **Policy**, this payment will be used to discharge sums owed to the hire purchase or leasing company or bank and will be paid directly to them first less the **Excess**.

If the settlement amount under the agreement is less than the sum payable by the **Insurer** under the **Policy** the **Insurer** will pay the difference to the **legal owner** of the **Customer Vehicle**.

To the extent indemnity is provided, at the **Insurer's** option, indemnity may be discharged by payment to the **Policyholder** of sums not otherwise in dispute.

- 3.3 Notwithstanding the **Limit of Indemnity** stated in the **Schedule** against Section 3 the maximum amount payable by the **Insurer** for **Loss or Damage** to a **Customer Vehicle** and its **Accessories and Parts** shall be limited to the **Market Value** at the time of the **Loss or Damage** of the **Customer Vehicle** and shall not exceed the applicable **Limit of Indemnity** shown in the **Schedule** before deduction of any **Excess** in the Schedule plus any additional Excess applicable to any young or inexperienced driver shown against Endorsement RR22 in the Schedule.
- 3.4 The **Insurer's** liability shall be limited in respect of any lost or damaged part unobtainable from stock in the United Kingdom to the cost of such part shown in the last price list issued by the manufacturer for use in the United Kingdom.
- 3.5 If such **Customer Vehicle** is disabled by reason of **Loss or Damage** insured under this **Policy**, the **Insurer** may pay the reasonable costs of protection and removal to the nearest repairers. In the event of a total **Loss**, the **Insurer** will move the **Vehicle** to free and safe storage whilst the **Insurer's** investigations are carried out.
- 3.6 The maximum liability of the Insurer in respect of the liability under this Section for any **Vehicle** belonging to any spouse, director, **Employee**, or **Relative** of the **Policyholder**, or belonging to any driver named on the current Certificate of Motor Insurance which is in the care of the **Policyholder** for the purpose of repair, service, overhaul, maintenance, inspection, testing, alteration, cleaning or storage and provided such **Vehicle** is not otherwise excluded, will be limited to and shall not exceed the **Limit of Indemnity** applicable to Section 2 shown in the **Schedule** less any other payments made or to be made by the Insurer in respect of liability under Section 2. This provision is also subject to General Condition 22 and only applies if Section 2 is operative.
- 3.7 Section 3 shall be inoperative unless it is shown as operative in the **Schedule**.

Exceptions to Section 3 – what is NOT covered under this section

The Insurer shall not indemnify the Policyholder for

- a. Loss of use, depreciation, wear and tear or mechanical or electrical breakdowns, failures or breakages.
- b. **Damage** to tyres by application of brakes or by road punctures, cuts or bursts.
- c. Frost **Damage**.
- d. **Damage** caused by defective workmanship or any **Damage** caused whilst working on any **Vehicle** by the **Policyholder** or any person acting on behalf of the **Policyholder**.
- e. Theft or attempted theft of **Accessories and Parts** including entertainment and navigation equipment unless stolen with the **Vehicle** itself.
- f. **Loss or Damage** occasioned by theft or attempted theft or any malicious act expedited or in any way brought about by any **Employee**, partner, director or a **Relative** of the **Policyholder** or other person described in the current **Certificate of Motor Insurance** as entitled to drive.
- g. **Loss** of any **Insured Vehicle** by deception by a purported purchaser or his agent.
- h. **Loss or Damage** to any **Insured Vehicle** whilst being towed lifted or transported where such movement is for hire or reward (unless **Endorsement RR9** is shown on the Schedule as operative).

- i. **Loss or Damage** to any **Insured Vehicle** whilst being towed lifted or transported other than for hire or reward (unless **Endorsement RR16** is shown on the **Schedule** as operative).
- j. **Loss or Damage** to any American/Canadian manufactured **Vehicle** (unless **Endorsement RR8** is shown on the **Schedule** as operative).
- k. The **Excess** as shown in the **Schedule** or 25% of the value of the **Loss** whichever is higher but not more than £2,500 plus any additional young or inexperienced driver excess shown in the **Policy Wording** for any Left Hand Drive **Vehicle**.
- l. Storage charges where the **Vehicle** is stored on property owned or used by the **Policyholder** or any partner, director or **Employee** of the **Policyholder**.
- m. **Loss or Damage** to any **Trailer** unless **Endorsement RR17** is shown on the **Schedule** as operative and the **Trailer** is described in the **Endorsement**.
- n. **Loss or Damage** arising directly or indirectly from fragmentation of any pressure vessel mounted or carried in or on an **Insured Vehicle**.
- o. **Loss or Damage** to any **Vehicle** which has not been notified to the **Insurer** within five (5) days of the **Policyholder** acquiring or accepting responsibility for such vehicle, being a **Vehicle** requiring notification to the **Motor Insurers Database** to comply with the Law.
- p. **Loss or Damage** to any Agricultural Machinery or Contractors Plant except those items of Agricultural Machinery or Contractors Plant described on **Endorsement RR 19** when **Endorsement RR19** is shown in the **Schedule** as operative.
- q. The first 25% or the **Policy Excess** whichever is greater, of any **Loss or Damage** to any **Customer Vehicle** which is a Kit Car or Kit motor cycle, or other **Vehicle** manufactured and sold for assembly by a third party but not exceeding £2,500 in all.
- r. **Loss or Damage** to any **Insured Vehicle** which has been incurred before the **Vehicle** comes into the care, custody or control of the **Policyholder**.
- s. Any liability of the **Policyholder** beyond the **Limit of Indemnity** shown in the **Schedule** against Section 3.
- t. **Loss or Damage** to any **Vehicle** which is at the time of the **Loss or Damage** in, on or within a 1/4 of a mile of the **Policyholder's Trade Premises** or any other premises owned or occupied by the **Policyholder**. This Exclusion does not apply to the **Policyholder's Private Residence** UNLESS the private domestic residence is also the **Policyholder's Trade Premises**. **Endorsement RR14 will be shown as operative when the Policyholder's Private Residence is excluded from cover.**
- u. Any **Loss or Damage** or liability arising from such **Loss or Damage** through the operation of a contract or agreement, unless such liability would have attached in the absence of such agreement.
- v. Any **Loss or Damage** to any **Vehicle** belonging to any director, **Relative** or **Employee** of the **Policyholder**.

SECTION 4 - NO CLAIMS BONUS

In the event of no **Claim** being made or arising under this **Policy** the **Insurer** may allow a bonus calculated in accordance with the following scale, on the premium for such part of the **Policy** as renewed for a further period of twelve months after inception.

The First Year - 20%

Second Year - 25%

Third Year - 30%

Fourth Year - 45%

Fifth and subsequent years - 55%

Bonus allowance will be at the **Insurer's** sole discretion.

SECTION 5 - FOREIGN USE

EUROPEAN UNION COMPULSORY INSURANCE

In respect of the use of an **Insured Vehicle**, the **Insurer** will provide the **Policyholder** with the minimum cover which is legally required to use an **Insured Vehicle** in:

- a) any country which is a member of the European Union.
- b) any other country which agrees to follow European Union directives on motor insurance and is approved by the Commission of the European Union.

EXTENDED POLICY COVER ABROAD

Provided that

1. prior notice for each trip abroad shall have been given to the **Insurer** and
2. the **Policyholder** has paid the additional charge required by the **Insurer** and
3. an International Motor Certificate (Green Card) has been issued

the **Insurer** shall extend the **Territorial Limits** of this **Policy** to include the countries specified on the Green Card including whilst in transit and between such countries.

The issue of a Green Card in respect of the **Insured Vehicle** shall be deemed to be evidence that the **Policyholder** has complied with the requirements of this Section and that the **Insurer** has agreed to extend the **Policy** for the period stated on the said Green Card.

Forfeiture of Customs Duty

The **Insurer** will also indemnify the **Policyholder** against liability incurred for the enforced payment of Customs Duty on the **Insured Vehicle** after temporary importation into any country specified on the Green Card arising as the direct result of any **Loss or Damage** being the subject of a valid claim under Section 2 or Section 3 of this insurance.

SECTION 6 - AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY

Nothing in this **Policy** or any **Endorsement** thereon shall affect the right of any person indemnified by this **Policy** or of any person to recover an amount under or by virtue of the provisions of the law of any territory in which this **Policy** operates relating to the compulsory insurance of liability for road traffic accidents to Third Parties BUT the **Policyholder** shall repay to the **Insurer** all sums paid by the **Insurer** which the **Insurer** would not have been liable to pay but for the provisions of such law.

SECTION 7 – POLICY EXCESS

The **Insurer** shall not be liable in respect of each **Insured Vehicle** which is the subject of a valid **Claim**, other than for Third Party Injury, for the amount shown under 'Excess' in the current **Schedule** plus a further sum determined as follows:

Age of driver or person in charge of an Insured Vehicle at the time of Loss or Damage	Excess
17 to 18 years inclusive	£500
19 to 20 years inclusive	£350
21 to 24 years inclusive	£250
Over 25 years but has held a full UK driving licence less than 12 months	£250

The **Policyholder** will repay to the **Insurer** on demand any amounts (not exceeding the appropriate excess) that the **Insurer** may pay over and above the **Insurer's** liability as reduced by this section in settlement of any **Claim** to which this section applies, and the **Policyholder** undertakes not to raise any objections as to the amount or method of adjustment of such **Claim**.

SECTION 8 – UNINSURED LOSSES

In the event of an incident arising whilst driving an **Insured Vehicle** and for which **The Insurer** has agreed to indemnify the **Policyholder** other than death or injury to the **Policyholder** or to anyone else described in the current **Certificate of Motor Insurance** as entitled to drive the **Insurer** shall:

Make contact with the responsible Third Party or their Insurers and present the **Policyholder's** claim for uninsured losses on the **Policyholder's** behalf.

Subject to the **Policyholder** providing the **Insurer** with the information the **Insurer** needs to present the **Policyholder's** claim to the Third Party or their Insurers and always provided the Insurer is able to trace the Liable Third Party or Insurer.

Any incident which results in death or injury to the **Policyholder** or anyone else described in the current **Certificate of Motor Insurance** as entitled to drive whilst driving an **Insured Vehicle**, and for which the **Insurer** has agreed to indemnify the **Policyholder**, the Insurer will at the **Policyholder's** request provide details of our Legal Representatives and request them to advise and assist the **Policyholder** or the **Policyholder's** driver in the conduct of any action the **Policyholder** or the **Policyholder's** driver propose against the responsible Third Party.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

The Insurer will not provide any indemnity in respect of:

1. **Any Vehicle except an Insured Vehicle described in the Schedule whilst :**
 - 1.1 On any **Road** or temporarily garaged or parked during the course of a journey, in or on any premises NOT owned by or in the occupation of the **Policyholder**, or any partner, director, **Employee** or any other person named within the current **Schedule**.
 - 1.2 Garaged in the private domestic garage or parked at the **Private Residence** of the **Policyholder**.
 - 1.3 At the **Private Residence** of any other person named in the current **Schedule** as entitled to drive for commuting and or social domestic and pleasure purposes.
 2. **Any accident injury Loss or Damage caused sustained or occurring while a Vehicle is being:**
 - 2.1 Used otherwise than in accordance with the Limitations as to Use as specified in the current **Schedule**.
 - 2.2 Driven by any person who does not hold a licence to drive such a Vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
 - 2.3 Driven by any person who holds a Provisional Driving Licence unless such person observes the prescribed licence conditions attached to the driving of such **Vehicle**.
 - 2.4 Driven by or is for the purpose of being driven by or in the charge of any person other than a person described as a person entitled to drive in the current Certificate of Motor Insurance *except that*:
 - 2.4.1. Exclusions 2.1, 2.2, 2.3 and 2.4 shall be inoperative if the **Vehicle** was stolen or taken without the permission of the **Policyholder**.
 - 2.4.2. Exclusions 2.2 and 2.3 shall be inoperative when a licence to drive is not required by law.
 - 2.5 Used in racing pacemaking reliability trials off-road events (other than road safety rallies or treasure hunts) or speed-testing or being used for the conveyance of passengers for hire or reward.
3. **LIABILITY WHICH RESULTS FROM AN AGREEMENT**

Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
 4. **WAR RISKS, RIOT AND CIVIL COMMOTION, or EARTHQUAKE**
 - 4.1 Loss or destruction of or Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or
 - 4.2 Any legal liability of whatsoever nature
Directly or indirectly caused by or contributed to or arising from:
 - 4.2.1. Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel or
 - 4.2.2. The radioactive toxic explosive or other hazardous properties of any explosive or nuclear assembly or nuclear component thereof.

- 4.3 Any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, coup, military or usurped power, except where it is necessary to meet the minimum requirements of the relevant motor insurance law relating to liability to Third Parties.
- 4.4 Any accident injury **Loss or Damage** arising during (unless it be proved by the **Policyholder** that the accident injury **Loss or Damage** was not occasioned thereby) or in consequence of riot or civil commotion occurring elsewhere than in the **Territorial Limits** except where indemnity is necessary to meet the minimum requirements of the relevant motor insurance law relating to liability to Third Parties.
5. **AIRCRAFT/ AIRPORTS**
Any damage to:-
- 5.1 **Aircraft or articles therein or death of or bodily injury to persons inside boarding or alighting therefrom caused by any Vehicle insured under this Policy.**
- 5.2 Any consequential loss in connection with any aircraft or airport operation arising out of the presence of such **Vehicle** in any area to which any aircraft has access.
6. **ASSOCIATED COMPANIES**
Claims made by any holding subsidiary or associated company or firm of the **Policyholder** or by a company which is part of a group of companies of which the **Policyholder** is also a part.
7. **FINES AND PENALTIES**
Fines penalties punitive aggravated or exemplary damages or damages of like nature.
8. **RADIOACTIVE CONTAMINATION AND SONIC BANGS**
Loss of or destruction or **Damage** to any property or any resulting Loss or expense or any loss of use or any legal liability directly or indirectly caused by or contributed to or arising from –
- 8.1 Ionising radiation or contamination by radio activity from any irradiated nuclear fuel or from any nuclear waste from the burning of nuclear fuel or
- 8.2 The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or
- 8.3 Nuclear component pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
9. **POLLUTION**
Pollution or contamination either directly or indirectly arising from the use of an **Insured Vehicle**.
The **Insurer** will not apply this exclusion in circumstances where it is necessary to meet the requirements of the relevant compulsory motor insurance legislation.
10. **RALLIES, COMPETITIONS OR TRIALS**
Liability arising from the use of an **Insured Vehicle** in any rally competition trial or off-road event except liability for which insurance is compulsory under the compulsory motor insurance legislation within the **Territorial Limits** within the Period of Insurance and the **Insurer** will provide no other cover under this **Policy**.

11. **TERRORISM**

Loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Loss, except where liability is judged to exist under a **Policy** or **Policies** by a court of competent jurisdiction in accordance with the minimum requirements arising under compulsory motor insurance legislation within the **Territorial Limits** during the **Period of Insurance**.

12. **DANGEROUS SUBSTANCES**

Loss, **Damage** cost or expense arising directly or indirectly from the Carriage of Dangerous goods as defined in the Carriage of Dangerous Goods and use of Transportable Pressure Equipment Regulations 2009 (CDG2009) other than:

12.1. Small quantities of fuel carried in containers designed for the transportation of fuel.

12.2. Small quantities of gas used in the normal Small quantities of gas used in the normal course of business, provided that the gas bottles are stored upright in a secure cage which is itself permanently attached to the **Vehicle** and not more than two Acetylene bottles or two butane bottles and one oxygen bottle at any one time.

13. **VEHICLES CONSIGNED**

There is not cover under Section 2 or Section 3 of this Policy for vehicles consigned to the Policyholder except:

13.1. Vehicles consigned to the **Policyholder** by the **Vehicle** manufacturer.

13.2. Vehicles consigned to the **Policyholder** by the **Vehicle** manufacturer's main agent within the **Territorial Limits**.

GENERAL CONDITIONS

General Conditions apply to the whole Policy

1. Policyholder's Duty

The **Policyholder** shall take all reasonable steps to safeguard from **Loss or Damage** and maintain in efficient condition any **Vehicle** described in the **Schedule** and the **Insurer** shall have at all times free access to examine such **Vehicle**.

2. Condition Precedent

The following are conditions precedent to the **Insurer's** liability to make any payment under this **Policy**

i) The **Policyholder** shall observe the terms provisions exceptions and conditions of this **Policy** relating to anything to be done or complied with by the **Policyholder**.

ii) The truth of the statements and answers in the **Proposal**, **Statement of Fact** and the truth of any other information provided to the **Insurer** by the **Policyholder** or on the **Policyholder's** behalf.

iii) The **Policyholder** shall comply at all times with the regulations contained in **The Road Vehicles (Construction & Use) Regulations 1986** (or as amended from time to time).

Except insofar as is necessary for the **Insurer** to Indemnify the **Policyholder** to comply with compulsory motor insurance legislation within the **Territorial Limits** during the **Period of Insurance**.

If the **Insurer** indemnifies the **Policyholder** to comply with the law relating to compulsory insurance whilst the **Policyholder** is in breach of a **Condition Precedent**, then the **Insurer** reserves the right to recover from the **Policyholder** any payments the **Insurer** has made to comply with such Law.

3. **Assignment**

This **Policy** is specific to the **Policyholder** and is not assignable in any case whatsoever and no person other than the **Policyholder** or in the event of the death of the **Policyholder** the legal personal representative shall have any rights against the **Insurer** either as Assignee or Transferee of any right to receive any monies payable hereunder other than as appears by endorsement hereon and signed by the **Insurer**.

4. **Arbitration**

If any difference shall arise as to the amount to be paid under this **Policy** (liability being otherwise admitted) such difference shall be referred to a single arbitrator nominated by the Chairman of the General Council of the Bar in accordance with the Arbitration Act for the time being in force. The arbitration will take place in London, England and will be subject to English Law and jurisdiction. Where any difference is thus referred the making of an Award shall be a condition precedent to any right of action against the **Insurer**.

5. **Contract (Rights of Third Parties) Act 1999**

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

6. **Cancellation by the Insurer**

The **Insurer** may cancel this **Policy** by giving not less than seven days notice by recorded letter to the **Policyholder** at the last known address (and in the case of Northern Ireland to the Ministry of Home Affairs Northern Ireland) and in such event the **Policyholder** must return the **Certificate of Motor Insurance** to the **Insurer**. Upon receipt of the **Certificate of Motor Insurance**, providing no claims have been made on the **Policy**, the **Insurer** will return to the **Policyholder** the premium less the pro rata portion for the period the **Policy** has been in force. In the event that a claim has been made or has been intimated on the **Policy** the full year's premium remains payable.

7. **Cancellation by the Policyholder**

a) **During the Cooling Off Period (retail Policyholders only)**

If the **Policyholder** is a retail customer, the **Policyholder** has a right to cancel this insurance.

To do this, the **Policyholder** must tell the **Insurer** or the or the insurance broker who sold the **Policy** to the **Policyholder** within 14 days of the inception date of the **Policy** or (if later) within 14 days of the date the **Policyholder** received the **Policy** issued by or on behalf of the **Insurer**.
provided

the **Policyholder** returns all Certificates of Motor Insurance and the supporting documents to the **Insurer** or to the insurance broker who sold the **Policy** to the **Policyholder** and provided the **Policyholder** has complied reasonably with the terms and conditions contained within the **Policy**.
then

a full refund of the unexpired portion of the premium paid will be returned to the **Policyholder** via the insurance broker who sold the **Policy** to the **Policyholder**.

b) **At any other time**

The **Policyholder** may cancel this **Policy** by giving seven days notice in writing and provided no claims have arisen during the current **Period of Insurance** and the current **Certificate of Motor Insurance** and this Document are returned to the **Insurer** a return of premium will be made less the premium at the **Insurer's Short Period** rates (shown at General Condition 8 below) for the time the current insurance has been in force which shall be deemed to be the date of receipt by the **Insurer** of the documents for cancellation.

Important Return Premium Condition

If the **Policyholder** is in breach of the terms and conditions applicable to this **Policy**, then return of any premium will be at the sole discretion of the **Insurer**. The **Insurer** promises not to impose this condition unreasonably.

Annual Policies	Period not exceeding 1 Month	Proportion of premium payable 25% of the annual premium
	Subsequent months or part thereof	1/12th of the annual premium
All Other Policies	There are no cancellation refunds for short period policies	Premium payment in full

9. Claim Notification

The **Policyholder** or the **Policyholder's** legal representatives shall give notice to the **Insurer** immediately and as soon as practicably possible after the occurrence of any accident **Loss or Damage** with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the **Insurer** immediately on receipt. Notice shall be given in writing to the **Insurer** immediately the **Policyholder** or the **Policyholder's** legal representative shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any accident for which there may be liability under this **Policy**.

10. Admission of Liability

No admission offer, promise payment or indemnity shall be made or given by or on behalf of the **Policyholder** or any person claiming to be indemnified without the **Insurer's** written consent who shall be entitled if they so wish to take over and conduct in the name of the **Policyholder** the defence or settlement of any claim or to prosecute in the name of the **Policyholder** for their own benefit any claim for indemnity or **Damage** or otherwise.

11. Conduct of Claim

- a) The **Insurer** shall have full control of, and discretion in, the conduct of any proceedings or the settlement of any claim and the **Policyholder** or any other person claiming to be indemnified shall give all such information and assistance as the **Insurer** and/or the **Insurer's** duly appointed agents and/or legal representatives may require and shall not act in any way to the detriment or prejudice of the **Insurer's** interest.
- b) The **Insurer** is entitled to take proceedings for their own benefit, at their own expense and in their own name (if required) to recover any payments that the **Insurer** has made under this **Policy**. The **Policyholder** and the person claiming to be indemnified shall give every co-operation.
- c) In connection with any one **Claim** or number of **Claims** arising out of one cause for indemnity against liability in respect of **Damage** to property the **Insurer** may at any time pay the **Policyholder** the amount of the applicable **Limit of Indemnity** provided by this **Policy** (after deduction of any sum or sums already paid as compensation and any applicable excess) or any less amount for which such **Claim** or **Claims** can be settled and upon such payment being made the **Insurer** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment.

12. **Effect of Claim on Indemnity**

a) In the event of any one **Claim** or a number of **Claims** in any one **Period of Insurance** exhausting the indemnity described in the current Schedule, this **Policy** shall be considered to have no further operation or effect other than for the minimum requirements arising under compulsory motor insurance legislation within the **Territorial Limits** during the **Period of Insurance**. The **Policyholder** shall not thereupon be entitled to any return premium.

b) The indemnity described in the current **Schedule** will reduce by the amount of each Claim before the deduction of the excess shown in the **Schedule**.

The **Policyholder** may reinstate the sum insured under **Limit of Indemnity** following a Claim upon payment of an additional premium subject to the agreement of the **Insurer** and subject to the **Policyholder** agreeing to comply with any additional terms and conditions required by the **Insurer**.

13. **Truth of Statements**

If the **Policyholder's Proposal** or declaration is untrue in any material respect or if any claim made shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in support thereof or if the circumstances in which the **Policy** was entered into shall be materially altered without the **Insurer's** written consent being obtained thereto the **Policy** shall be void and all premiums paid hereunder shall be forfeited.

14. **Driving Illegally**

In the event of any accident, injury, **Loss or Damage** arising out of which any person driving be convicted of an offence under Section 4,5,6 or 7 of The Road Traffic Act 1988 or any amending legislation or shall be convicted for an equivalent offence under the Law of other Countries to which this Insurance applies then:

a) The **Insurer's** liability under Section 1 (Liability to Third Parties) shall provide only the minimum insurance cover required by The Road Traffic Act 1988 or as required by the Law.

b) All other Sections of this **Policy** shall be inoperative.

15. **Other Insurance**

If at the time any claim arises under this **Policy** there is any other existing insurance covering the same **Loss Damage** or liability the **Insurer** shall not be liable to pay or contribute more than its rateable proportion of such **claim**.

16. **Premiums by Instalments**

a) Where the premium or any part thereof was paid with the benefit of a finance agreement and there remains sums outstanding (whether or not the date for payment of the said sums or any part thereof has fallen due) by the **Policyholder** to the provider of the finance (referred to hereafter as the Finance Company) the **Insurer** may at the **Insurer's** option deduct all or any part of the sums outstanding between the **Policyholder** and Finance Company from any **Claim** settlement due in respect of a loss under this **Policy**, provided the sum thereby deducted is paid directly by the **Insurer** to the Finance Company.

b) Where the **Insurer** has agreed to the payment of premium(s) by instalments, if any instalment is not received by the Finance Company on or before its due date, then all unpaid instalments and service fees shall become immediately due. Should the full premium and service fee not be paid within 7 days of the **Insurer** giving written notice of non payment this **Policy** will be cancelled immediately upon the expiry of such notice.

c) Following such cancellation, provided that there have been no **Claims** in the current **Period of Insurance**, the **Policyholder** will be entitled to a return of premium based on the **Insurer's** short period rates upon receipt by the **Insurer** of the **Policyholder's** current Certificate(s) of Motor Insurance.

17. **Unpaid Premium**

The **Insurer** may at the **Insurer's** own option deduct any outstanding premiums due from any claims entitlement due in respect of a loss under this **Policy**.

18. **Cooling off Period**

This section is applicable to retail customers only (as advised by the insurance broker or intermediary through whom the **Policyholder** arranged this insurance). Once the **Policyholder** has entered into the insurance contract with the **Insurer**, the **Policyholder** is entitled to a period of reflection during which the **Policyholder** may decide whether to proceed with the purchase of the insurance contract.

The duration of this period of reflection is 14 days and commences from either;

- a) The day of conclusion of the insurance contract; or
- b) The day on which you receive the full terms of the insurance contract detailing the terms, conditions and information about the contract; whichever is later.

The **Policyholder** should serve notice of cancellation to the insurance broker through the **Policyholder** arranged this insurance, at the broker's contact address. The **Policyholder** must return the **Certificate(s) of Motor Insurance and Insurance Disc(s)**, if applicable.

It is a criminal offence for which the Policyholder can be prosecuted not to return statutory Certificates of Motor Insurance when requested.

19. **Motor Insurers Database (MID)/ Motor Insurers Information Centre (MIIC)**

The **Policyholder** must comply with the regulations of the **Motor Insurers' Data Base (MID)** as shown in the EU Fourth Motor Insurance Directive and the Motor Vehicles (Compulsory Insurance) (Information Centre and Compensation Body) Regulations 2003 which require disclosure of the following information and subsequent amendments (which must be advised within 5 days of any change):

- a) The vehicle registration mark, make and model of all vehicles owned by the **Policyholder** except **Stock Vehicles** provided such **Stock Vehicles** are not licensed for road use.
- b) The vehicle registration mark, make and model of all Motor vehicles not owned by the **Policyholder** but will be in the **Policyholder's** possession for a period exceeding 14 days and are required to be notified under the 2003 regulations.
- c) All **Trade Plates** registered to the **Policyholder**, whether in use or not.

It is further noted that whilst the **Policyholder** is not required to disclose **Customers' Vehicles** or **Vehicles** in your possession for less than 14 days (taxed or not), the **Policyholder** must keep accurate records of all **Vehicle** movements, sales receipts and invoices.

NOTE: Failure to comply with these regulations may affect the operation of the **Policy** in the event of a loss and may result in the cancellation of the **Policy**, possible criminal prosecution by the appropriate body which may include a fine of up to £5,000 and the **Policyholder's** details held on the **Motor Insurers' database** as a defaulter.

The **Policyholder's** details and details of all **Vehicles** notified to the **MID** may be consulted by:

- d) 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.
- e) other UK insurers, the Motor Insurers' Bureau and MIIC may search the **MID** to ascertain relevant **Policy** information if you have been involved in an accident in the UK or abroad.
- f) the DVLA and DVLANI for the purposes of Electronic Vehicle Licensing.
- g) persons pursuing a **Claim** in respect of a motor traffic accident (including citizens of other countries) may also obtain relevant information which is held on the **MID**.

You should show this notice to anyone insured to drive any vehicle(s) under this **Policy**.

You can find out more about the **Motor Insurance Database** at www.miic.org.uk.

- 20. Subrogation**
Anyone making a **Claim** under this **Policy** must at the **Insurer's** request and expense do everything the **Insurer** may reasonably require to enforce a right or remedy or obtain relief or indemnity from other parties to which the **Insurer** will become entitled or subrogated because of payment for or making good accident **Damage** or Injury.
The **Insurer** may require the **Policyholder** to carry out such actions before or after the **Insurer** makes any admission of or payment of a **Claim**.
- 21. Limit of Indemnity**
21.1 Operative Section - 1
The limits shown in the **Schedule** under Section 1 apply to any one **Claim** or series of **Claims** arising from one cause and are the maximum the **Insurer** will pay to any Third Party during the **Period of Insurance**.
21.1 Operative Section - 2 and / or 3
21.2.1 Where a **Claim** arises and is the subject of indemnity under either (but not both) Section 2 or Section 3 the total amount payable by the **Insurer** before deduction of any **Excess** shall not exceed the amount shown in the **Schedule** as the **Limit of Indemnity** for the applicable Section 2 or Section 3 or the **Maximum Liability** shown in the **Schedule** whichever is the lower amount subject to deduction of any applicable **Excess**.
21.2.2 Where a **Claim** arises and is the subject of indemnity under Section 2 and Section 3 notwithstanding the individual Section 2 and 3 limits stated in the **Schedule** the total amount payable by the **Insurer** shall not exceed the **Maximum Liability** shown in the **Schedule** subject to deduction of any applicable **Excess**.
21.3 The **Aggregate Limit of Indemnity** applies as shown in the **Schedule** under **Maximum Liability**. This limit is the maximum the **Insurer** will pay for all **Claims** arising under Section 2 and Section 3 during the **Period of Insurance** before the deduction of any applicable **Excess**.
21.4 The **Insurer** shall not indemnify the **Policyholder** under Section 2 or Section 3 unless the section is shown as operative in the **Schedule**.
- 22. Directors Relatives and Employee Vehicles**
22.1 Directors **Relatives** and **Employee** vehicles are excluded from cover except when they are in the care or control of the **Policyholder** for the purpose of repair service overhaul maintenance inspection testing alteration or storage.
22.2 The indemnity provided under Section 3 for directors **Relatives** or **Employee Vehicles** is subject to the provisions of Section 3 and in particular the provisions of Section 3.6 and is subject to the **Limit of Indemnity** under Section 2 The following additional conditions apply:
22.2.2 Section 2 must be shown as operative in the Schedule.
22.2.3 The subject **Vehicle** must be insured by the director or **Relative** or **Employee** and be notified to the **Motor Insurers Database**.
22.2.4 The **Insurer** will not provide cover which is greater or wider than the cover already arranged on the subject **Vehicle**.

ENDORSEMENTS:

DEMONSTRATION THIRD PARTY ONLY RISKS (Endorsement RR01)

Notwithstanding anything to the contrary contained in the general exceptions, this **Policy** shall be operative while any **Insured Vehicle** is being driven for the purpose of demonstration with the permission of the **Policyholder** by any person provided that such person is:-

- (a) not an **Employee** or **Relative** and
- (b) accompanied at all times by the **Policyholder** or any person named in the **Schedule** as entitled to drive and.
- (c) is not entitled to indemnity under any other policy and
- (d) as though they were the **Policyholder** observe, fulfil and be subject to the conditions of this **Policy** in so far as they apply and
- (e) holds or has held a licence to drive such vehicle and is not disqualified from holding or obtaining such a licence.

The indemnity afforded under this extension is for Third Party Only Risks (**Section 1**) subject otherwise to the terms, conditions, and exceptions of this **Policy**.

WINDSCREEN (Endorsement RR02)

In the event of breakage of the windscreen or window glass or resultant scratching of the bodywork and such **Damage** being the only **Damage** sustained to the **Insured Vehicle** the **Insurer** shall indemnify the **Policyholder** irrespective of excess applicable under Section 2 or Section 3 up to the **Sum Insured** shown in the Schedule against **Endorsement RR2** in respect of any one claim and in all in any one period of insurance without affecting the no claims bonus. The **Sum Insured** as shown in the **Schedule** will be reduced by the amount of the claim unless the **Insurer** agrees to the reinstatement of the whole sum insured which shall be chargeable at an additional premium. The **Insurer** reserves the right not to reinstate. Wherever possible the windscreen replacement will be carried out by a National Windscreen Replacement Company.

TRADE PLATE EXTENSION (Endorsement RR03)

Notwithstanding anything to the contrary contained in the general exceptions this **Policy** shall be operative whilst any **Insured Vehicle** shall be driven displaying **Trade Plates** as supplied by the Licensing Authorities. Provided that such persons driving :-

- (a) Drive in accordance with the regulations as to use as applied by the licensing authorities and.
- (b) Drive with the permission of the **Policyholder** and
- (c) are not entitled to indemnity under any other **Policy** and
- (d) as though they were the **Policyholder** observe, fulfil and be subject to the conditions of this **Policy** in so far as they apply; and
- (e) Hold or have held a licence to drive such **Vehicle** and is not disqualified from holding or obtaining such a licence.

Subject otherwise to the terms, conditions, and exceptions of this **Policy**.

ANY AUTHORISED EMPLOYEE (Endorsement RR04)

Notwithstanding anything to the contrary contained in the general exceptions this **Policy** shall be operative whilst any **Vehicle** described in the **Schedule** shall be driven by an **Employee** of the **Policyholder** for motor trade purposes only. Provided that such persons driving:-

- (a) Drive with the permission of the **Policyholder** and
- (b) are not entitled to indemnity under any other **Policy** and
- (c) as though they were the **Policyholder** observe, fulfil and be subject to conditions of this **Policy** in so far as they apply and
- (d) Hold or have held a licence to drive such **Vehicle** and is not disqualified from holding or obtaining a licence.

Subject otherwise to the terms, conditions, and exceptions of this **Policy**.

HGV (Endorsement RR05)

It is hereby noted and agreed that the gross vehicle weight limit under this **Policy** is increased to the limit shown against **Endorsement RR5** of the **Schedule**.

Subject otherwise to the terms, conditions, and exceptions of this **Policy**.

YOUNG DRIVERS (Endorsement RR06)

It is hereby noted and agreed that the **Insurer** shall not be liable in connection with any sports car or high performance or supercharged **Vehicle** or any **Vehicle** altered or adapted in any way to give increased performance above the makers standard or any **Vehicle** with an engine size in excess of that shown in the schedule against **Endorsement RR6** whilst being driven by or is for the purpose of being driven by or in charge of the person named in the **Schedule** against this **Endorsement**.

Any additional terms applicable will be shown on the endorsement attached to the **Schedule**. Any **Excess** shown on the endorsement attached to the **Schedule** will apply in addition to the **Excess** shown in the Schedule under **EXCESS**.

Subject otherwise to the terms, conditions and exceptions of this **Policy**.

TRADE PREMISES (Endorsement RR07)

It is hereby noted and agreed that **not withstanding Section 2 exception (t) and Section 3 exception (t)** this **Policy** shall extend to include any **Vehicle** as described in the **Schedule** whilst stored or parked at the specified trade premises as shown against **Endorsement RR7** on the schedule.

Subject otherwise to the terms, conditions, and exceptions of this **Policy**.

AMERICAN/CANADIAN MANUFACTURED VEHICLES (Endorsement RR08)

It is hereby noted and agreed that exception (k) under operative Section 2 or / and operative Section 3 is deleted in consideration of an additional premium having been paid. **The Limit of Indemnity** applicable to American / Canadian manufactured vehicles together with any additional terms or conditions attaching thereto will be shown in the Endorsement RR8 wording attached to the **Schedule**.

Subject otherwise to the terms, conditions, and exceptions of this **Policy**.

CARRIAGE OF VEHICLES FOR HIRE OR REWARD (Endorsement RR09)

It is hereby noted and agreed that exception (h) under **Section 2 and 3** is deleted. The Description of Vehicles in the **Schedule** is amended to read.

(a) Any **Vehicle** the property of the **Policyholder** or in his custody or control.

(b) Any **Vehicle** (mechanically propelled or otherwise) or caravan or luggage trailer attached to or being conveyed by a **Vehicle** referred to in (a) above. but excluding:-

(a) Steam driven vehicles.

(b) Any vehicle registered in the **Policyholder's** name or the **Policyholder's** spouse and specifically insured elsewhere.

(c) Any vehicle transporter which has a capacity in excess of two vehicles inclusive of trailers.

(d) Motorcycles.

(e) Commercial vehicles with a gross vehicle weight in excess of 7.5 tons.

Subject otherwise to the terms, conditions, and exceptions of this **Policy**.

CUSTOMER LOAN VEHICLES – THIRD PARTY ONLY (Endorsement RR10)

It is hereby noted and agreed to extend this **Policy** to indemnify any customer of the **Policyholder** whilst driving a **Customer Loan Vehicle** loaned or hired to the Customer by the **Policyholder** whilst the **Customer's Vehicle** is undergoing repair or being serviced by the **Policyholder** or a sub-contractor to the **Policyholder** provided the **Vehicle** identification number of the **Vehicle** loaned or hired appears against this **Endorsement** on the Schedule and

Provided that the customer:-

- (a) Drives with the permission of the **Policyholder** and
- (b) is not entitled to indemnify under any other **Policy** and
- (c) as though they were the **Policyholder** observes, fulfil and be subject to conditions of this **Policy** in so far as they apply and
- (d) Holds or has held a licence to drive such **Vehicle** and is not disqualified from holding or obtaining such a licence.

The cover granted under this **Endorsement** is limited to the cover provided in Section 1 of the **Policy**.

Subject otherwise to the terms, conditions and exceptions of this **Policy**.

CAR JOCKEYS (Endorsement RR11)

Notwithstanding anything to the contrary contained in this **Policy** the limitations as to use and description of **Vehicle** is amended to read:-
Limitations as to use – used for the purpose of parking, storage, or removal within one quarter of a mile or metric equivalent of the **Policyholder's** address in the **Schedule**.

Description of **Vehicle** – any **Vehicle** belonging to or used by a customer of the **Insured** but excluding any **Vehicle** belonging to the **Policyholder** or person named in the **Schedule** as entitled to drive.

Subject otherwise to the terms, conditions, and exceptions of this **Policy**.

THIRD PARTY PROPERTY DAMAGE EXTENSION (Endorsement RR12)

It is hereby noted and agreed that the **Indemnity Limit** of £2,000,000 under Section 1 (b) is increased to £5,000,000.

Subject otherwise to the terms, conditions, and exceptions of this **Policy**.

PREMISES EXCLUSION (Endorsement RR14)

Notwithstanding anything to the contrary contained in this **Policy**, the **Insurer** shall not be liable under sections 2 or 3 in respect of **Loss** of or **Damage** to **Vehicles** owned by the **Policyholder** or in the custody or control of the **Policyholder** and for which the **Policyholder** has accepted responsibility whilst such **Vehicles** are on or parked within a 1/4 mile of the premises as shown against **Endorsement RR14** on the **Schedule** or on or parked within a 1/4 mile of any other premises owned by or in the occupation of the **Policyholder**.

Subject otherwise to the terms, conditions, and exceptions of this **Policy**.

TRANSPORTER, RECOVERY AND BREAKDOWN VEHICLES (Endorsement RR15)

It is hereby noted and agreed that in respect of all transporter, recovery and breakdown **Vehicles** a £2,500 **Excess** or 25% of the **Loss** or **Damage** whichever is the greater will apply in respect of all theft or malicious **Damage** claims. The **Excess** will be reduced to the standard **Policy Excess** providing that the **Vehicle** is fitted with an approved ignition immobiliser and such immobiliser is maintained and operated when necessary.

In the event of a claim, a certificate of fitting must be provided.

Subject otherwise to the terms, conditions, and exceptions of this **Policy**.

CARRIAGE OF VEHICLES ON OWN TRANSPORTER/TRAILER - (excluding hire & reward) (Endorsement RR16)

Notwithstanding Exception to **Section 2 (i)** or **Section 3 (i)** the **Insurer** shall pay up to a maximum of the amount noted against this **Endorsement** on the current **Schedule** less the **Excess** for **Damage** caused to any **Vehicle** as a result of a provable road traffic accident whilst such **Vehicle** is being carried or transported in or on an **Insured Vehicle**. The **Policyholder** shall be responsible for providing evidence in support of any **Claim** as to the validity of any such accident.

The amount noted against this **Endorsement** on the current **Schedule** will be in addition to the **Indemnity Limit** shown under **Section 2 (a)**. The following additional terms apply:

- (a) The Excess applicable to Endorsement RR16 will be stated in the Endorsement.
 - (b) The transporter or trailer used to transport the vehicles must be covered for Accidental Damage and must be specified on the **Endorsement**.
 - (c) The maximum number of vehicles carried must not exceed two.
- Subject otherwise to the terms, conditions and exceptions of this **Policy**.

TRAILER EXTENSION - (Endorsement RR17)

Notwithstanding **Exception to Section 2 (m)** or **Section 3 (m)** the **Insurer** shall pay up to a maximum of the amount noted against this **Endorsement** on the current **Schedule** less the **Excess** for **Damage** caused to any **Trailer** whilst attached to an **Insured Vehicle** resulting from a Road Traffic Accident only.

The **Policyholder** shall be responsible for providing evidence in support of any claim as to the validity of any such accident.

When this **Endorsement** is shown as operative on the current **Schedule**, for the purpose of this **Endorsement**, the definition of **Trailer** shall be amended to mean any **Trailer** which is not also a mechanically propelled **Vehicle**, whether capable of being driven or not.

Subject otherwise to the terms, conditions, and exceptions of this **Policy**.

CUSTOMER LOAN VEHICLES – Comprehensive (Endorsement RR18)

It is hereby noted and agreed to extend this **Policy** to indemnify any customer of the **Policyholder** whilst driving a Customer Loan **Vehicle** loaned or hired to the Customer by the **Policyholder** whilst the **Customer Vehicle owned by the Customer** is undergoing repair or being serviced by the **Policyholder** or a sub-contractor to the **Policyholder** provided the vehicle identification number of the **Vehicle** loaned or hired appears against this **Endorsement** on the **Schedule** and

Provided that the customer :-

- (a) Drives with the permission of the **Policyholder** and
- (b) is not entitled to indemnify under any other **Policy** and
- (c) as though they were the **Policyholder** observes, fulfils and is subject to conditions of this **Policy** in so far as they apply and
- (d) holds or has held a licence to drive such **Vehicle** and is not disqualified from holding or obtaining such a licence.

When Endorsement RR18 is shown as operative in the **Schedule** the cover granted including the applicable **Limit of Indemnity** is shown alongside the **Vehicle** identification number in the endorsement wording attached to the **Schedule**.

Reinstatement of the **Sum Insured** following a loss will be at the **Insurer's** discretion and will always be subject to an additional premium. Subject otherwise to the terms, conditions, and exceptions of this **Policy**.

AGRICULTURAL MACHINERY AND PLANT – Comprehensive (Endorsement RR19)

It is hereby noted and agreed that when this **Endorsement** is shown as operative on the current **Schedule**, Exception (p) in the Exceptions to Section 2 and Exception (p) in the Exceptions to Section 3 will be deleted and replaced by the following wording:

The **Insurer** shall not indemnify the **Policyholder** in respect of **Loss** or **Damage** to any Agricultural Machinery or Contractors Plant except the items of machinery and or plant specified hereunder and bearing Insurer's stamp and signed by the **Insurer**.

The **Policyholder** will be responsible for the **Policy Excess** stated in the schedule or 25% of the **Claim** whichever is higher subject to a maximum of £2,500 any one **Claim** or series of **Claims** arising from one cause
Subject otherwise to the terms, conditions and exceptions of this **Policy**.

HOME ADDRESS INCREASED INDEMNITY – (Endorsement RR20)

It is hereby noted and agreed that when this Endorsement is shown as operative on the current Schedule, the applicable **Limit of Indemnity** in the **Period of Insurance** shown in the current Schedule is increased to the amount shown against this endorsement for all **Loss** or **Damage** occurring during the **Period of Insurance** to **Insured Vehicles** parked or kept at the address described against Endorsement RR20, but subject to the applicable **Limit of Indemnity** per **Insured Vehicle** shown in the current Schedule under Limit of Indemnity (own and customers vehicles).

The excess shown in the Schedule under Excess applies per **Vehicle** per loss.
Subject otherwise to the terms, conditions, and exceptions of this **Policy**.

POLICY PERIOD INDEMNITY – (Endorsement RR21)

Section 21.3 of the General Conditions is hereby deleted and replaced with the following wording: The **Aggregate** limit of the **Insurers** liability under Section 2 and Section 3 during the **Period of Insurance** is increased to the amount shown against this endorsement provided that:

- (a) The section under which the **Policyholder** is claiming to be indemnified must be shown as operative in the **Schedule**.
- (b) The **Insurer's** liability for any **Claim** shall not exceed the **Maximum Liability** shown in the **Schedule**.
- (c) The **Policyholder** shall repay to the **Insurer** any sums paid by the **Insurer** in excess of the **Aggregate Limit**.
- (d) All cover under operative Section 2 and operative Section 3 will cease once the **Aggregate** Limit has been reached.
- (e) The **Policyholder's Insurer** may at the **Insurer's** sole discretion increase or reinstate the **Aggregate Limit** following a **Claim** provided the **Policyholder** pays any additional premium and complies fully with any additional terms or conditions the **Insurer** may require.
Subject otherwise to the terms, conditions, and exceptions of this **Policy**.

INEXPERIENCED DRIVER EXCESS – (Endorsement RR22)

When any Inexperienced Driver or any other driver under the age of 24 years of age, being an insured driver under this **Policy** is driving or in charge of an **Insured Vehicle** for which Indemnity is provided under this **Policy**, the **Excess** shown against this **Endorsement** on the current **Schedule** will apply in addition to the **Policy Excess** shown in the **Schedule** under **EXCESS**.

BATTERY REMOVAL CONDITION - (ENDORSEMENT RR23)

It is a condition precedent to the **Insurer's** Liability under Sections 2 and 3 – **Loss** or **Damage** that the battery shall be removed from any **Vehicle** being transported in or on an **Insured Vehicle**.

CUSTOMER VEHICLES (EXTENDED COVER) - (ENDORSEMENT RR24)

When this **Endorsement** is shown on the **Schedule** as operative, Section 2 is hereby extended to include the following wording at Section 2 i:

'Any **Insured Vehicle** described in the **Schedule** under Description of Vehicles which is a **Customer Vehicle** as defined herein'.

The basis of valuation of any **Customer Vehicle** under this Endorsement shall be:

Notwithstanding the **Limit of Indemnity** stated in the **Schedule** against Section 2 (a, b or c) the maximum amount payable by the **Insurer** for **Loss** or **Damage** to a **Customer Vehicle** and its **Accessories and Parts** thereon shall be limited to the **Market Value** at the time of the **Loss** or **Damage** of the **Customer Vehicle** and shall not exceed the applicable **Limit of Indemnity** shown in the **Schedule** before deduction of any **Excess**.

PLANT & MACHINERY EXTENSION - (ENDORSEMENT RR25)

When this **Endorsement** is shown as operative on the current **Schedule**, the **Insurer** will indemnify the **Policyholder** against **loss** or **Damage** to permanently fitted plant and machinery whose description, serial number(s) and replacement value(s) will appear on a separate **Schedule** bearing the **Insurer's** signature.

The maximum the **Insurer** shall pay under this extension will be limited to the **Limit of Indemnity** under Section 2 of this Policy.

DATA PROTECTION

In the course of providing insurance services to the proposed The proposer/Policyholder, the insurer may have access to Personal Data. The proposer/Policyholder warrants that it shall have obtained all necessary authorisations and approvals from Data Subjects prior to disclosing any Personal Data to the insurer (whether such disclosure is made directly by the proposer/Policyholder to the insurer or indirectly by the proposer/Policyholder to any agent acting on behalf of the proposer/policyholder or the insurer). The insurer shall be the Data Controller of any Personal Data provided to it.

The insurer undertakes that it shall only use any Personal Data provided to it for the purposes of performing its services in connection with its contract of insurance with the proposer / Policyholder. This will include the processes of underwriting, administration and claims assessment as well as any necessary services ancillary thereto.

The insurer will hold all Personal Data provided to it securely and shall limit access to such Personal Data to those who have a need to see it. The proposer/Policyholder hereby consents to the insurer sharing any Personal Data provided to it with its group companies, agents, reinsurers, claims handlers, loss adjusters, medical professionals and other professional advisors, healthcare management companies and any other necessary service providers with whom the insurer contracts in connection with the proposed contract/contract of insurance between the proposer/Policyholder and the insurer

The insured acknowledges that the insurer may be required as a matter of law or regulation to disclose Personal Data provided to it to a Court of law or regulatory body such as the Financial Services Authority or any other public body or authority of competent jurisdiction and the proposer/Policyholder hereby consents to any such disclosure.

The proposer/Policyholder acknowledges that the insurance industry maintains certain registers for the purposes of fraud prevention and hereby consents to the insurer sharing Personal Data provided to it with fraud prevention agencies and other insurance companies for the purposes of fraud prevention and to validate your claims history.

IF YOU ARE INVOLVED IN AN ACCIDENT – What you MUST do

STOP at the scene of the incident or accident

Provide the following information to any Third Party involved in the incident (the other person or other people) or if required to do so by any other person having reasonable grounds for so requiring this information:

- Your Name – as driver of the Vehicle.
- Your address where you reside and may be contacted.
- The Name of the owner of the Vehicle if not yourself.
- The Registration Number of the Vehicle you were driving.
- Also provide our Name and contact phone number together with your Policy number if you have it to hand. Otherwise phone them as soon as you have the information.

If for any reason the driver of the motor vehicle does not give his/her name and address he/she must report the accident to the Police as soon as practicable and always within 24 hours of the accident.

The **Policyholder** is required under the terms of this **Policy** to:

Neither admit or deny liability – we will advise on liability once all the facts are known.

Take details of the other people involved in the accident, including:

- Driver's Name Drivers address.
- The Name of the owner of the Vehicle if not the Driver.
- The Registration Number of the Vehicle you were driving.
- Try to get mobile number, and if you can, check the number at the scene.

If any other Driver involved in an accident refuses to provide information, then you should call the Police.

The more information you can obtain about other people and potential witnesses, the better.

If you have a camera on your mobile, take some pictures of the scene of the accident. Pay particular attention to the number of people in each **Vehicle**.

CLAIMS HOTLINE

Call Haven Claims – on 0845 092 0700 - as soon as possible

Give this number to any Third Party involved in an incident, together with Your Policy number.

Our experienced claims team will talk through the particulars of the accident with you, and may ask for additional information.

If you have cover for accidental **Damage**, we shall make arrangements to have your vehicle repaired.

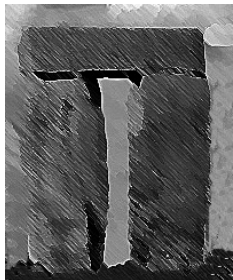
We will make contact with any Third Party involved and progress the claim against them if appropriate, or, if the **Policyholder** or the **Policyholder's** driver was at fault, we will try to come to an amicable settlement with the Third Party.

This leaves the **Policyholder** free to get on running the **Policyholder's** business.

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GRANITE UNDERWRITING

**Underwritten by
Haven Insurance Company Ltd.**

**Registered office: Level 3, Ocean Village Business Centre, 23, Ocean Village Promenade, Gibraltar
Registered number 85914
Website: www.haven.gi**