



redefining / standards

# **Motor Trade Liability Insurance Policy**

**Arranged by: Road Runner a trading name of Aston Scott Ltd**

# Motor Trade – Liability Policy

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This policy is underwritten by AXA Insurance UK plc

## Welcome

Welcome to **your** Road Runner Motor Trade Liability insurance **policy** underwritten by AXA Insurance UK plc and thank you for choosing **us**.

**Our** aim is to provide **you** with peace of mind when it comes to looking after **your** motor trade insurance needs and to make **your** insurance cover clear and easy to understand.

**You** should read this **policy** booklet along with **your statement of fact** schedule and any **endorsements** to give **you** full details of **your** cover. If **you** have any questions about **your policy** documents or if any details are incorrect on any of the documentation **you** have received or if **you** wish to make a change to **your policy** please contact **us** or **your** insurance adviser.

## Your policy

**Your policy** is a contract of insurance between **you** and **us**.

The information or any declaration which **you** or anyone on **your** behalf has provided to **us** in applying for the insurance together with **your policy** forms the basis of the contract.

**Your policy** describes the insurance cover for which **you** have agreed to pay **your** premium.

The **policy** wording **statement of fact** schedule and any **endorsements** must be read together.

**Your policy** is renewable provided that **you** have accepted **our** renewal terms and paid the premium for any subsequent **period of insurance**. A new **statement of fact** and schedule will be issued for each **period of insurance** showing any changes to **your** cover.

**Your policy** is divided into a number of sections. Where a section does not apply **your** schedule will state that it is 'Not insured' and this section will not be included within the **policy**.

Throughout **your policy** **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold print.

Headings have been used for **your** guidance to help **you** understand the cover provided. The headings do not form part of the contract.

Under the heading 'What is covered' **we** give information on the insurance provided. Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**. All sections of cover should be read in conjunction with the Policy Conditions and Policy Exclusions which apply to all sections of **your policy**.

## How to make a claim

To make a claim phone 0370 900 1753

Please have **your policy** number to hand when calling. **You** must refer to the Policy Conditions section of **your policy** for full information.

## Claim Notification

Conditions that apply to this **policy** in the event of a claim are set out in the Policy Conditions pages of this **policy**. It is important that **you** comply with all Policy Conditions and **you** should familiarise yourself with their requirements.

Instructions for claim notification are included in the Policy Conditions section. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The claims conditions require **you** to provide **us** with any reasonable assistance and evidence that **we** may require concerning the cause and value of any claim. Ideally as part of **your** initial claim notification **you** should provide:

- **Your** name address and contact phone number(s)
- Policy number
- The date of the incident
- The cause of the loss or damage
- Address where the loss took place together with an estimated claim value if available
- If the claim involves personal injury the names and addresses of the parties involved including details of injuries and names and addresses of any witnesses (if known)

This information will enable **us** to make an initial evaluation on **policy** liability. **We** may however request additional information depending on circumstances and estimated claim value. Sometimes **we** may wish to meet with **you** to discuss the circumstances of the claim to inspect the damage or to undertake further investigations.

**We** take pride in the claims service **we** offer to **our** customers and **we** have developed a network of contractors repairers and product suppliers dedicated to providing claim solutions.

## Complaints Procedure

### What to do if you have a complaint

AXA Insurance aims to provide the highest standard of service to every customer.

If **our** service does not meet **your** expectations **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. Following the steps below will help **us** understand **your** concerns and give **you** a fair response.

### How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with. If **your** complaint relates to a claim on **your policy** please contact the department dealing with **your** claim at AXA Insurance. If **your** complaint relates to anything else please contact Road Runner. Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively **you** can write to:

Road Runner  
28 Dingwall Road  
Croydon  
Surrey  
CR0 2NH  
Telephone : 03301 00 87 20  
Email: CS@roadrunnerinsurance.co.uk

When **you** make contact please tell **us** the following information:

- Name address and postcode telephone number and e-mail address (if **you** have one).
- **Your policy** and/or claim number and the type of **policy you** hold.
- The name of **your** insurance agent/firm (if applicable).
- The reason for **your** complaint.

Any written correspondence should be headed '**COMPLAINT**' and **you** may include copies of supporting material.

### Beyond AXA

Should **you** remain dissatisfied following **our** final written response **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints about general insurance products.

The FOS can only consider **your** complaint if **we** have given **you our** final decision.

**You** have six months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9GE  
Tel: 0800 023 4567\*  
Tel: 0300 123 9123\*\*  
Fax: 020 7964 1001  
Email: complaint.info@financialombudsman.org.uk  
Web: www.financial-ombudsman.org.uk

\* free for people phoning from a 'fixed line' (for example a landline at home)

\*\* free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

## **Our promise to You:**

### **We will**

- Acknowledge written complaints promptly
- Investigate **your** complaint quickly and thoroughly
- Keep **you** informed of progress of **your** complaint
- Do everything possible to resolve **your** complaint
- Learn from **our** mistakes
- Use the information from complaints to continuously improve **our** service.

Telephone calls may be monitored or recorded.

### **The Financial Services Compensation Scheme (FSCS)**

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

## Policy Conditions

### 1 Observance

Observance of the terms of this **policy** relating to anything to be done or complied with by the **policyholder** is a condition precedent to any liability of the **company** except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to any **employee**

### 2 Reasonable Precautions

**You** must at **your** expense

A) take reasonable precautions to prevent any circumstances or to cease any activity which may give rise to liability under this **policy** and to maintain all buildings furnishings ways works machinery plant and vehicles in a sound condition  
B) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require

### 3 Action by the Policyholder

The **policyholder** shall give to the **company** immediate written notice with full particulars of any claim or circumstances which may give rise to a claim (regardless of the **policyholder's** contribution)

Every letter claim writ summons and process in connection with such circumstances shall be forwarded to the **company** immediately on receipt

Written notice shall also be given by the **policyholder** to the **company** immediately the **policyholder** shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this **policy**

No admission offer promise payment or indemnity shall be made or given by or on behalf of the **policyholder** without the written consent of the **company** which shall be entitled to take over and conduct in the name of the **policyholder** the defence or settlement of any claim or to prosecute any claim in the name of the **policyholder** for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

The **policyholder** shall give all such assistance as the **company** may require

### 4 Adjustment

If any part of the Premium or Renewal Premium is based on estimates provided by the **policyholder** the **policyholder** shall keep an accurate record containing all relevant particulars and shall allow the **company** to inspect such record The **policyholder** shall within one month after the expiry of each **period of insurance** provide such information as the **company** may require The Premium or Renewal Premium shall then be adjusted and the difference paid by or allowed to the **policyholder**

### 5 Other Insurances

Other than in respect of Extension 3 to Section 2 if at the time of any claim there is or but for the existence of this **policy** there would be any other insurance covering the same legal liability the indemnity will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this **policy** not been effected

### 6 Law Applicable

**You** and **we** can choose the law which applies to this **policy**. **We** propose that the Law of England and Wales apply. Unless **we** and **you** agree otherwise the Law of England and Wales will apply to this **policy**.

### 7 Consumer Credit Termination

If **you** pay the premium for **your policy** by instalments **we** may cancel **your policy** if **you** do not pay any monthly instalment when it is due **We** will keep any instalments taken before the cancellation notice for the instalment agreement and any refund of premium will be for collections taken between the time of the notice and cancellation However **we** will send a letter to **you** at **your** last known address and give **you** the opportunity to pay the premium within 14 days

If **your policy** is cancelled and during the current **period of insurance**

- a claim has been made under the **policy** for which **we** have made a payment and or
- a claim has been made under the **policy** which is still under consideration and or
- an incident has happened which is likely to lead to a claim but is yet to be reported to **us**

the annual premium remains due in full and **you** must pay **us** the balance of **your** premium due until the next renewal date

If the annual premium is not paid in full **we** may take any outstanding instalments from any claim payment that may be due to **you** or payable on **your** behalf

## 8 Cancellation

The **policyholder** may cancel this **policy** within 14 days of the **policy** start date in the first year of insurance by giving written notice to the **insurers** or the **policyholders** insurance adviser at the address shown in their correspondence. This right does not apply to any renewal of the **policy**. The **insurers** will keep an amount of premium in proportion to the time the **policyholder** has been on cover and refund the rest to the **policyholder** as long as there have been

- a) no claims made under the **policy** for which the **insurers** have made a payment
- b) no claims made under the **policy** which are still under consideration
- c) no incidents likely to lead to a claim but are yet to be reported to the **insurers**

If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance** the **insurers** will not refund the unused part of the premium

The **insurers** do not have to accept any renewal of this **policy** and can cancel the **policy** by providing 14 days prior written notice by registered post to the **policyholders** last known address.

As long as the **policyholder** has not incurred eligible claims during the period the **insurers** have been on cover the **insurers** will keep an amount of premium in proportion to the time the **policyholder** has been on cover and refund the rest to the **policyholder**. If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance** the **insurers** will not refund the unused part of the premium. This cancellation will not affect any claims or rights the **policyholder** or the **insurers** may have before the end of the notice period

## Definitions

Definitions apply throughout **your policy**.

Where **we** have explained what a word means it will be highlighted in bold and will have the same meaning wherever it is used.

### 1 Person Entitled to Indemnity

Person Entitled to Indemnity shall mean

A) the **policyholder**

B) the personal representatives of the **policyholder** in respect of legal liability incurred by the **policyholder**

C) at the request of the **policyholder**

1) any principal

2) any director or partner of the **policyholder**

3) any **person employed**

against legal liability in respect of which the **policyholder** would have been entitled to indemnity under this **policy** if the claim had been made against the **policyholder**

4) the officers committees and members of the **policyholder's** canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided

5) any director or partner of the **policyholder** or **employee** in respect of private work undertaken by any **person employed** for such director partner or **employee** with the prior consent of the **policyholder** each of whom shall as though the **policyholder** be subject to the terms of this **policy** so far as they can apply

### 2 Employee

Employee shall mean any individual under a contract of service or apprenticeship with the **policyholder**

### 3 Person Employed

Person Employed shall mean any

A) **employee**

B) 1) labour master and individuals supplied by him

2) individual employed by labour only sub-contractors

3) self employed individual (not being in partnership with the **policyholder**)

4) individual hired to or borrowed by the **policyholder**

5) individual undertaking study or work experience

6) a prospective employee who is being assessed by you on his or her suitability for employment

while under the supervision and control of the **policyholder**

### 4 Injury

Injury shall mean

#### Section 1 Employers Liability

bodily injury death disease or illness

#### Section 2 Public / Products Liability

bodily injury mental injury death disease illness wrongful arrest or false imprisonment

### 5 Property

Property shall mean material property but shall not include **data** and **vehicles**

### 6 Data

Data shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

## 7 Vehicle

Vehicle shall mean

- a) any motor vehicle trailer or agricultural implement belonging to or hired to or leased to the **policyholder** or in his custody or control in the course of the **business** or in the custody or control of any sub-contractor of the **policyholder** not being
  - i) a steam-driven vehicle
  - ii) vehicle transporter and trailer capable of carrying more than two vehicles
- b) any vehicle (mechanically propelled or otherwise) on a motor vehicle or trailer described in paragraph a) above including accessories or spare parts thereon relating to such vehicles

## 8 Business

Business shall mean that which is specified in the schedule and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include

- A) ownership repair and maintenance of the **policyholder's** business premises
- B) provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any **person employed**
- C) fire and security services maintained solely for the protection of business premises owned or occupied by the **policyholder**
- D) private work undertaken by any **person employed** for any director or partner of the **policyholder** or **employee** with the prior consent of the **policyholder**
- E) attendance at or participation in trade fairs shows and exhibitions by any **employee** or director in connection with their employment but in respect of Section 1 Employers Liability shall not include any work undertaken **offshore**

## 9 Offshore

Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform

## 10 Event

Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

## 11 Excess

Excess shall mean the amount or amounts specified in the schedule which the **policyholder** agrees to pay

## 11 Intellectual Property Rights

Intellectual Property Rights shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property

## 12 Terrorism

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat force or violence or other means

## 13 Asbestos

Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

## 14 Asbestos Dust

Asbestos Dust shall mean fibres or particles of **asbestos**

## 15 Asbestos Containing Materials

Asbestos Containing Materials shall mean any material containing **asbestos** or **asbestos dust**

## 16 System

System shall include computers other computing and electronic equipment linked to computer hardware electronic data processing equipment microchips and anything which relies on a microchip for any part of its operation

## 17 Virus

Virus shall mean programming code or series of instructions designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a **system** transmitted between **systems** by transfer between computer **systems** via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

## 18 Employment-Related Practices

Employment-Related Practices shall mean any error misstatement misleading statement act omission neglect or breach of duty actually or allegedly committed or attempted by the **policyholder** in connection with any actual or alleged

- A) unlawful or unfair dismissal discharge or termination of employment
- B) breach of any written or oral employment contract or quasi-employment contract
- C) employment-related misrepresentation
- D) violation of employment discrimination laws (including sexual or other workplace harassment and discrimination on the grounds of racial or national origin sex sexual orientation religion maternity pregnancy age and disability)
- E) violation or non-compliance with legislation regulating working hours
- F) failure to employ or promote
- G) demotion
- H) discipline
- I) deprivation of a career opportunity
- J) failure to grant tenure
- K) failure to adopt adequate workplace or employment policies and procedures
- L) retaliatory treatment of whistleblowers and others
- M) negligent evaluation
- N) employment-related invasion of privacy
- O) employment-related breach of data protection legislation
- P) employment-related libel slander humiliation and defamation
- Q) failure to furnish job references or accurate job references
- R) employment-related infliction of mental anguish or emotional distress

## 19 Policyholder you your yours

Policyholder you your yours shall mean the firm company or individual named in the schedule

## 20 Company our us we

Company our us we shall mean AXA Insurance UK plc

## 21 Policy

Policy shall mean this policy booklet schedule and any **endorsements** attached or issued

## 22 Endorsement

Endorsement shall mean a clause or condition that adds to or changes the cover provided by the **policy**

## 23 Statement of fact

Statement of fact shall mean the document setting out information provided by **you** or **your** representative as being relevant to the cover applied for and assumptions **we** have made about factual circumstances relevant to the cover applied for If the information is incorrect **you** must inform **us** without undue delay

## 24 Period of insurance

The period from the effective date to the renewal date shown in **your** schedule or any further period that **we** have agreed to insure **you** for

## 25 Products

Products including containers packaging labels and instructions for use which have been sold supplied processed delivered or transported by **you** or on **your** behalf in connection with the **business** and are no longer in **your** custody or control

## 26 Electronic Data

Facts, concepts or information in a form usable for communications interpretation or processing by electronic or electro-mechanical data processing or electronically controlled equipment which includes programmes software firmware operating systems or other coded instructions for the processing or manipulation of data.

## 27 Servicing

Repair testing servicing maintenance alteration cleaning installation erection treatment or inspection of any **vehicle**.

## Section 1 Employers Liability

THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

The insurance provided by this section is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the **company** or with the **company's** written consent) of any **person entitled to indemnity** are included within the Limit of Indemnity stated in the schedule

### What is covered

The **company** will provide indemnity to any **person entitled to indemnity** **1** against legal liability for damages in respect of **injury** of any **person employed** caused during any **period of insurance** A) in Great Britain Northern Ireland the Channel Islands or the Isle of Man

or

B) while temporarily outside these territories

arising out of and in the course of employment by the **policyholder** in connection with the **business**

**2** against legal liability for claimant's costs and expenses in connection with **1** above

**3** in respect of

A) costs of legal representation at

1) any coroner's inquest or inquiry in respect of any death

2) proceedings in any court arising out of any alleged breach of statutory duty resulting in **injury** which may be the subject of indemnity under this section

B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under **1** above incurred with the **company's** written consent

### General Provisions

Provided that in respect of any one **event**

**1** the total amount payable under this section (including all Extensions Additional Clauses and Memoranda) shall not exceed the Policy Indemnity Limit as stated in the schedule

**2** the **company** may at any time pay the Policy Indemnity Limit (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the **company** the claims arising out of such **event** can be settled The **company** will then relinquish control of such claims and be under no further liability in respect thereof

**3** the total amount payable by the **company** in respect of all damages costs and expenses arising out of all claims during any **period of insurance** consequent on or attributable to one source or original cause irrespective of the number of **persons entitled to indemnity** having a claim under this **policy** consequent on or attributable to that one source or original cause shall not exceed the Policy Indemnity Limit as stated in the schedule

**4** the total amount payable by the **company** in respect of all damages costs and expenses for any one claim or series of claims by one or more **persons employed** arising directly or indirectly in connection with **terrorism** shall not exceed the **terrorism** Policy Indemnity Limit as stated in the schedule

For the purposes of the Policy Indemnity Limit all of the **persons entitled to indemnity** under this **policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the **company** and the **policyholder** both as defined herein

## **Exclusions to Section 1 Employers Liability**

### **What is not covered**

The indemnity will not apply to legal liability

#### **1 Radioactive Contamination**

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

where such legal liability is

1) that of any principal

2) accepted under agreement and would not have attached in the absence of such agreement

#### **2 Road Traffic Legislation**

in respect of **injury** for which the **policyholder** is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union including

a) **injury** arising when any **employee** is

i) carried in or upon a **vehicle**

ii) entering or getting on to or alighting from a **vehicle**

iii) motor racing or rallying

#### **3 Offshore**

in respect of **injury** to an **employed person** while **offshore**



## Section 2 Public / Products Liability

THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

### What is covered

The **company** will provide indemnity to any **person entitled to indemnity**

**1** up to the Policy Indemnity Limit as stated in the schedule against legal liability for damages in respect of

- A) accidental **injury** of any person
- B) accidental loss of or damage to **property** and **vehicles**
- C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of the **policyholder** or which is a natural consequence of the ordinary conduct of the **business** and which could reasonably have been expected by the **policyholder** having regard to the nature and circumstances of such act or omission

happening during any **period of insurance** in connection with the **business**

**2** against legal liability for claimant's costs and expenses in connection with **1** above

**3** in respect of

A) costs of legal representation at

- 1) any coroner's inquest or inquiry in respect of any death
- 2) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in **1** above

which may be the subject of indemnity under this section

B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under **1** above

incurred with the **company's** written consent

### General Provisions

Provided that in respect of

- A) any one **event**
- B) all **events** happening during any one **period of insurance** caused by or originating from **products**
- C) all **events** happening during any one **period of insurance** arising directly or indirectly in connection with **terrorism**
- D) all incidents considered by the **company** to have occurred during any one **period of insurance** in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere the following shall apply

**1** the total amount payable by the **company** in respect of **1** above and all Extensions Additional Clauses and Memoranda shall not exceed the Policy Indemnity Limit as stated in the schedule

**2** the **policyholder's** contribution in respect of damages and claimant's costs and expenses will be payable before the **company** shall be liable to make any payment

**3** the **company** may at any time pay the Policy Indemnity Limit (less any sums already paid as damages) or any less amount for which at the absolute discretion of the **company** the claims arising out of such **event** can be settled The **company** will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the **company** may be responsible prior to the date of such payment

**4** where the **company** is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Policy Indemnity Limit as stated in the schedule

**5** the total amount payable by the **company** in respect of all damages arising out of all claims during any one **period of insurance** consequent on or attributable to one source or original cause irrespective of the number of **persons entitled to indemnity** having a claim under this **policy** consequent on or attributable to that one source or original cause shall not exceed the appropriate Policy Indemnity Limit as stated in the schedule

The total amount payable by the **company** in respect of all damages arising out of all claims during any one **period of insurance** irrespective of the number of sources or original causes of such claims and irrespective of the number of **persons entitled to indemnity** having claims under this **policy** in respect of those sources or original causes shall not exceed the appropriate Policy Indemnity Limit as stated in the schedule

For the purposes of the Policy Indemnity Limit as stated in the schedule all of the **persons entitled to indemnity** under this **policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the **company** and the **policyholder** both as defined herein

## Exclusions to Section 2 Public / Products Liability

### What is not covered

The indemnity will not apply to legal liability

#### 1 Mechanical vehicles

arising from or out of the ownership possession or use by or on behalf of the **policyholder** or any **person entitled to indemnity** of any

A) mechanically propelled vehicle other than legal liability arising out of

- 1) the use of plant as a tool of trade on site
- 2) the use of plant at the premises of the **policyholder**
- 3) the loading or unloading of any vehicle

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law

B) aircraft or other aerial device

C) aerospace device

D) hovercraft

E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

#### 2 Employers Liability

for bodily injury or mental injury to or death disease or illness of any **person employed** arising out of and in the course of employment by the **policyholder** in connection with the **business**

#### 3 Property and vehicles in the policyholder's Custody or Control

for or arising from loss of or damage to any **property** and **vehicle** which at the time of the **event** giving rise to such legal liability is owned by or held in trust by or in the custody or control of the **policyholder** other than

A) **employees'** directors' or partners' personal effects including vehicles or their contents

B) visitors' personal effects including vehicles or their contents whilst temporarily on or about the premises owned or occupied by the **policyholder** in connection with the **business** other than for **servicing** or being stored for a fee or other consideration

C) loss of or damage caused by faulty or defective **servicing** in accordance with standard extension 1 of this section

D) premises and their contents other than personal effects, vehicles or their contents not owned by or leased or rented to the **policyholder** at which the **policyholder** is undertaking work in connection with the **business**

E) premises and their fixtures and fittings leased or rented to the **policyholder** unless such legal liability

- 1) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
- 2) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings

#### 4 Pollution or Contamination

caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **period of insurance**

Provided that all pollution or contamination which arises out of one incident shall be considered by the **company** for the purposes of this **policy** to have occurred at the time such incident takes place

#### 5 Product Defects

A) in respect of loss of or damage to any

1) **Products**

2) contract work executed by the **policyholder** caused by any defect therein or the unsuitability thereof for its intended purpose

B) for the costs of withdrawal recall disposal removal repair adjustment alteration cleaning reconditioning replacement or reinstatement of any

1) **Products**

2) contract work executed by the **policyholder**

necessitated by any defect therein or the unsuitability thereof for its intended purpose and/or from financial loss consequent upon the necessity for such withdrawal recall disposal removal repair adjustment alteration cleaning reconditioning replacement and reinstatement by the **policyholder**

#### 6 Professional Risks

arising from or in connection with advice instruction consultancy design formula or specification provided or performed separately for a fee or under a separate contract

## 7 Contractual Liability

arising from or in connection with any

### 1) Products

2) contract work executed by the **policyholder**

where such legal liability has been accepted by agreement (including express guarantee warranty condition or indemnity given or accepted by the **policyholder**) except to the extent that such liability would have attached in the absence of such agreement

## 8 Disposed Premises

for the costs of remedying

A) any defect alleged defect or faulty workmanship

B) the presence of **asbestos asbestos dust** or **asbestos containing materials** in premises disposed of by the **policyholder**

## 9 Fines or Penalties

for

A) fines or penalties

B) compensation ordered or awarded by a Court of Criminal Jurisdiction

C) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

## 10 Radioactive Contamination

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

## 11 War and Allied Risks

arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

## 12 Fear of Asbestos

for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to **asbestos asbestos dust** or **asbestos containing materials**

## 13 Asbestos Removal Costs

for the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of **asbestos asbestos dust** or **asbestos containing materials**

## 14 Diminution in value

diminution in value following repair of any **property** or **vehicle**

## 15 Tyres

arising from the sale supply or use of remould tyres or retread tyres

## 16 Secondhand Products

arising out of the sale supply or use of second hand products

## 17 Work on behalf of the Insured

arising from or in connection with any work undertaken on behalf of the **policyholder** other than **person employed**

## 18 Motor Sports

destruction or damage loss injury or liability arising out of work involving or in connection with the participation in or participation in practice for motor sports determined by time or speed or arising at any part of any premises where such motor sports or practice for them is taking place and which only competitors members of their support team organisers marshals and other authorised persons are allowed access.

## 19 Wrongful Conversion

arising from a loss in connection with any vehicle purchased by the **policyholder** in respect of which the:

- (a) rightful and lawful owner has substantiated a valid claim for the return of the vehicle or its value
- (b) person to whom the **insured** has contracted to sell the vehicle has substantiated a valid claim for damages for breach of implied warranty of title

## 20 Electronic Data Exclusion

arising from

- (a) authorised or unauthorised transmission of electronic data
- (b) the content of any website **your** email intranet or extranet
- (c) loss distortion erasure corruption or alteration of electronic data or any loss of use resulting in reduction of functionality
- (d) failure of electronic electromechanical data processing or electronically controlled equipment or electronic data to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

## 21 Airside

arising from any work in or on any aircraft airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access

## 22 United States of America or Canada

arising in connection with any **product** which to the knowledge of the **policyholder** are for export either directly or indirectly to the United States of America or Canada

**Standard Extensions to Section 2 Public / Products Liability** (each of which is subject otherwise to the terms of this policy)

### **1 Defective Workmanship to Vehicles**

The **company** will provide indemnity to the **policyholder** against legal liability to pay damages up to the Policy Indemnity Limit in respect of loss or damage to any **vehicle** caused by or arising from its **servicing** by **you** or **your** sub-contractors whether or not it is in **your** possession or under **your** custody or control at the time of the occurrence of loss or damage.

**We** will not cover

- A) the cost of rectification of faulty or defective **servicing**
- B) loss or damage to any **vehicle** belonging to **you** or hired loaned leased or rented by **you**
- C) the use or testing of any **vehicle** by **you** or **your** sub-contractors in circumstances where compulsory insurance or security is required by Road Traffic legislation

### **2 Merchantable Quality**

The **company** will provide indemnity to the **policyholder** in respect of legal liability for financial loss incurred by any retail purchaser arising from **products** supplied by the **policyholder** at or from the **policyholders** premises in connection with the **business** during the **period of insurance** which are not

- A) of merchantable quality or
- B) fit for the purpose for which it was intended

provided that the **company** shall not be liable for the following additional exclusions

- i. the first twenty percent (20%) of the cost of any one claim;
- ii. any amount in excess of £100000 for all claims in aggregate during any one **period of insurance**;
- iii. any financial loss arising from
  - a) or in connection with **injury** or damage to **property** and **vehicles**
  - b) or in connection with nuisance trespass or interference with any easement right of air light water or way
  - c) making any refund of payment received for any **products**
  - d) any act of fraud or dishonesty by the **policyholder** or partner or director of the **policyholder**
  - e) any deliberate act or omission by the **policyholder** or partner or director of the **policyholder**
  - f) any defamation injurious falsehood passing off or infringement of any **intellectual property rights**
  - g) any breach or alleged breach of competition or anti-trust laws
  - h) any reciprocal arrangement for the storage or processing of computer data or use of computer facilities
  - i) any statutory authority arising out of the enforcement of statutory requirements or the performance of statutory duties
  - j) or in connection with any delays strikes or labour disturbances
  - k) the diminution of the value of any **property** or **vehicle**
  - l) whatsoever nature directly or indirectly caused or contributed to or occurring by
    - i) the presence of **asbestos asbestos dust** or **asbestos containing materials**
    - ii) the release of **asbestos dust**
    - iii) the exposure of persons buildings or property to **asbestos asbestos dust** or **asbestos containing materials**
  - m) or in connection with advice instruction consultancy design formula or specification provided or performed separately for a fee or under a separate contract
  - n) directly or indirectly from or out of
    - i) the transmission or impact of any **virus**
    - ii) any unauthorised access to a **system**
    - iii) interruption of or interference with electronic means of communication used in the conduct of the **policyholder's business** including but not limited to any diminution in the performance of any website or electronic means of communication
    - iv) failure of a **system**
    - v) damage to **data** including but not limited to any
      - a) loss of destruction or corruption of **data** whether in whole or in part
      - b) unauthorised appropriation use access to or modification of **data**
      - c) unauthorised transmission of **data** to any third party
      - d) misinterpretation use or misuse of **data**
      - e) operator error
  - o) whatsoever nature directly or indirectly resulting from **employment-related practices**

### **3 Cross Liabilities**

If the **policyholder** comprises more than one party the **company** will provide indemnity to each in the same manner and to the same extent as if a separate **policy** had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the Policy Indemnity Limit as stated in the schedule

#### 4 Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the **company** in connection with a claim in respect of which the **policyholder** is entitled to indemnity under this section the **company** will provide compensation to the **policyholder** at the following rates per day for each day on which attendance is required

- A) any director or partner of the **policyholder** £500
- B) any **employee** £250

#### 5 Contingent Motor Liability

Notwithstanding Exclusion 1A) the **company** will provide indemnity to the **policyholder** against legal liability arising out of the use in the course of the **business** by any **employee** of any mechanically propelled vehicle not the property of nor provided by the **policyholder**

The indemnity will not apply to legal liability

- A) in respect of loss of or damage to such vehicle or to property conveyed therein
- B) arising while such vehicle is being driven by the **policyholder**
- C) in respect of which the **policyholder** is entitled to indemnity under any other insurance
- D) arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

#### 6 Overseas Personal Liability

The **company** will provide indemnity to the **policyholder** and if the **policyholder** so requests any **employee** or director or partner of the **policyholder** against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the **business**

The indemnity will not apply

- A) to legal liability arising out of the ownership or occupation of land or buildings
- B) where indemnity is provided by any other insurance

#### 7 Data Protection

The **business** shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for use of computer facilities

Provided that the indemnity will not apply to legal liability in respect of any loss or damage sustained by any party to such an arrangement

The **company** will also provide an indemnity to the **policyholder** and if the **policyholder** so requests any **employee** or director or partner of the **policyholder** against legal liability to pay damages and claimant's costs and expenses for damage or distress resulting from failure to comply with data protection legislation

Provided that the **policyholder** is registered in accordance with the terms of the legislation and not operating as a data processor

This Extension shall not apply in respect of

- A) the payment of fines or penalties
- B) the costs of replacing reinstating rectifying erasing blocking or destroying data
- C) liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the **policyholder** or any other person having regard to the nature and circumstances of such act or omission
- D) claims which arise out of circumstances notified to previous insurers or known to the **policyholder** at inception of this Extension
- E) legal liability where indemnity is provided by any other insurance

## Conditions Precedent to Section 2

It is a condition precedent to the **company's** liability under this insurance that:

### 1) Heat Application Warranty

It is warranted that the following precautions are complied with on each occasion there is application of heat involving a naked flame open heat source or hot air paint strippers grinding wheels angle grinders disc cutters or gas space heaters away from the **policyholder's** premises

- A) The area of the work will be cleared of combustible material for a **safe distance** from or beneath the place where such work is being carried out
- B) At least one fire extinguisher of a type and capacity suitable for the combustible material and the premises will be kept immediately adjacent to the area of work in full working order and available for immediate use
- C) Equipment will be lit as short a time as possible before use and extinguished immediately after use
- D) Equipment which is lit or switched-on will not be left unattended
- E) The battery of any vehicle, machine or equipment being worked upon will be disconnected and removed
- F) If any welding or heat application work is carried out on any vehicle within 1 metre of any fuel tank, pipe or line, the fuel must be drained from the vehicle using a proprietary fuel retriever pump into a suitable metal canister. This must be sealed and removed to a **safe distance** and fully protected by overlapping sheets or screens or non-combustible and non-heat conducting material or other equivalent
- G) A thorough examination for any signs of combustion will be made within or below the area in which work has been undertaken at regular intervals for at least half an hour after the completion of each period of work

The following defined meaning is added for the purpose of this condition

#### Safe distance

A safe distance shall not be less than fifteen metres when welding or cutting operations are carried out  
Where such precautions are impractical such material will be covered with non-combustible blankets or screens  
Combustible parts of premises will be similarly protected

The **company** will not be liable for the first £1,000 of each and every claim in respect of loss of or damage to property caused by application of heat.

### 2) Car Parks

The following reasonable precautions shall be taken at any garage or parking area owned by or under the control of the **policyholder**

- A) a suitable disclaimer notice or notices stating that the **policyholder** is not liable for any loss of or damage to vehicles or anything in on or about any vehicle shall be prominently displayed and
- B) a similar disclaimer notice shall be printed on every ticket issued by or on behalf of the **policyholder** in respect of the garaging or parking of any vehicle

### 3) Guard Dogs

Where guard dogs patrol premises

- A) such guard dogs are kept muzzled unless they are under the control of the handler  
and
- B) reasonable warning notices are prominently displayed at such premises

### 4) Burning of Debris

On each occasion when there is burning of debris away from the **policyholder's** premises

- A) Fires must be in a cleared area and at a distance of at least nine metres from any property
- B) Fires shall not be left unattended at any time
- C) A suitable fire extinguisher shall be kept available for use as soon as reasonably possible
- D) Fires shall be extinguished at least one hour prior to leaving the site

Your policy is administered by Road Runner, a trading name of Aston Scott Ltd.

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