

## MOTOR TRADE

# Motor Trade Select Plus cover

Important: This policy endorsement document forms part of Your Policy and should be read in conjunction with Your Policy Wording and Policy Schedule. Please read it carefully and keep it in a safe place.

## Section 1 – Material Damage

### Cover

Cover is re-stated as:

### Indemnity

We will pay You for Damage to Property Insured at The Premises shown in the Schedule by any cause not excluded occurring during the Period of Insurance, or at Our option reinstate or replace such Property or any part of such Property.

We will also pay for;

- a** the reasonable costs of effecting emergency repairs to the Property,
- b** with Our prior consent the reasonable costs of effecting temporary guarding of the premises for a period not exceeding 48 hours from the time of Damage or until such time emergency repairs can be effected and any Intruder Alarm Installation coverage reinstated, whichever is the lesser,

following Damage which is the subject of indemnity under Section 1 – Material Damage.

Where Damage occurs to a Vehicle and We agree to pay for damage to be repaired We may decide to use suitable parts which are not supplied by the original manufacturer or Green Parts.

Provided that Our liability in respect of any loss or in aggregate in any one Period of Insurance shall in no case exceed any limit of liability shown in the Schedule or Section 1 – Material Damage.

### Property Insured

#### 1 Property as shown in the Schedule

- a** belonging to You
- b** in Your custody or control
- c** for which You are responsible under any lease, hire, rental or similar contractual agreement,

as specified by the items below, in connection with The Business but excluding commercial loads of customer's vehicles.

- 2** Personal property included under the vehicles and contents items (excluding vehicles and property fixed thereto) belonging to partners, directors and Employees whilst such property is on The Premises, or in the custody or control of such persons whilst they are working or travelling in connection with The Business, if not more specifically insured.



## Items

- 1 Buildings
- 2 Tenants Improvements
- 3 Rent (applicable only if included by the Schedule)
- 4 Vehicles
- 5 Stock
- 6 All Other Property

### Professional Fees

Professional Fees is re-stated:

The insurance by each Item on Buildings, Tenants Improvements and All Other Property includes an amount in respect of architects', surveyors' and consulting engineers fees necessarily and reasonably incurred in the reinstatement or the repair of the Property Insured consequent upon its Damage but not for preparing any claim.

### Average (Underinsurance)

Average (Underinsurance) is re-stated:

#### (Applicable to Item Nos. 1 and 2 only)

If, as a result of alterations, extensions or additions not notified to Us, the Buildings of The Premises at the time of the Damage have increased in area by more than 10% since the inception of the current Period of Insurance, the amount payable by Us shall not exceed that proportion of the amount of the Damage which the stated or agreed area shall bear to the increased area.

### Reinstatement (Day One Basis)

Part 2 is deleted.

### Special Conditions to Reinstatement (Day One Basis)

Part 2 is deleted.

Part 5b is deleted.

### Machinery Re-erection Costs

Machinery Re-erection Costs is re-stated:

The insurance on machinery and plant under All Other Property includes the cost of re-erection and fixing machinery and plant and testing and commissioning in consequence of Damage hereby insured.

### Rent

Rent is re-stated:

We will indemnify You if The Buildings or any part of The Buildings are unfit for occupation following Damage, for the proportion of the Rent to the period necessary for reinstatement.

## Extensions

Extension 1, Alterations and Additions, is deleted.

### Extension 2 Automatic Reinstatement of Loss

Extension 2, Automatic Reinstatement of Loss is re-stated:

The cover shall not be reduced by the amount of any claim following

Damage as insured under Section 1 – Material Damage provided that

- a We do not give written notice to the contrary within 30 days of the notification of any Damage
- b You pay the appropriate additional premium on the amount of the claim from the date of the Damage to the expiry of the Period of Insurance
- c You agree to comply with any security recommendations or other measures We may require to reduce the risk of Damage.

### Extension 20 Removal of Debris

The following paragraph is deleted:

Our liability in respect of any Item shall in no case exceed the Sum Insured shown in the Schedule.

### Extension 25 Temporary Removal

Extension 25 Temporary Removal is re-stated:

Section 1 – Material Damage extends to include Buildings, Tenants Improvements, Stock and All Other Property whilst temporarily removed to anywhere within the Geographical Limits excluding

- a any amount in excess of £50,000
- b property whilst at any exhibition
- c Employee's tools
- d Stock and All Other Property in Transit e Computer Equipment, Data Carrying Materials and Portable Equipment (as defined in Extension 33 Temporary Removal – Computer Equipment).
- e Computer Equipment, Data Carrying Materials, Portable Equipment (as defined in Extension 33 Temporary Removal – Computer Equipment).

### Extension 29 Foundations

Foundations is re-stated:

Buildings extend to include an amount in respect of foundations. If following Damage re-building is carried out upon another site, We agree to treat abandoned foundations as Damaged whether or not such foundations are Damaged. Where abandoned foundations increase the resale value of the original building site, the increased value shall be regarded as salvage.

### Extension 30 Obsolete Building Materials

Extension 30 Obsolete Buildings is re-stated:

The indemnity in respect of Buildings extends to include the reasonable additional costs incurred in replacement of Damaged materials which given consideration to the scientific and technical knowledge at the time of installation, construction or fitting were reasonably deemed to be fit for the purpose intended but require replacement with more suitable modern materials after the Damage.

The Buildings shall not be regarded as being better or more extensive than when new provided that Our liability in respect of any one claims is limited to

- a 10% of the Value of such Buildings as declared to Us at inception of the Period of Insurance in respect of such additional costs or
- b the Value of such Buildings as declared to Us at inception of the Period of Insurance at each separate premises or or any other kind of limit of liability in Section 1 – Material Damage

whichever is the less at the time of any Damage in any one Period of Insurance.

### 33 Temporary Removal – Computer Equipment

Cover item 3 Extension 33 Temporary Removal – Computer Equipment is re-stated:

- 3 Portable Equipment insured under this Section while anywhere in the world. We will not indemnify You in respect of Damage to Portable Equipment caused by theft or attempted theft
  - a from an Unattended vehicle unless
    - i the vehicle is securely locked, its keys, key card or remote control transmitter removed, all windows are securely closed, and all security devices to protect the vehicle are set to operate

- ii the vehicle is kept in a locked building of substantial construction or guarded security park between the hours of 9.00pm and 6.00am, unless it is aboard a ship or ferry
- iii the Portable Equipment is
  - concealed from view,
  - stored in the boot or under the parcel shelf where such facilities are available
- b while in transit by ship or ferry unless it is kept in a securely locked cabin or vehicle aboard such vessel when not in use
- c while in transit by air unless it is carried as hand luggage

The maximum We will pay in respect of any one claim is

- A £2,500 in respect of theft or attempted theft of Portable Equipment from an Unattended vehicle
- B £10,000 in respect of any other theft or attempted theft of Portable Equipment
- C £25,000 in respect of any other Damage

whichever is the lesser.

### 35 Reduction of Environmental Impact - Buildings

Extension 35 Reduction of Environmental Impact - Buildings is restated:

Where following Damage You elect and We consent to rebuild or repair using the latest available materials and methods in a manner that aims to limit potential harm to the environment by improving energy efficiency, cover for Buildings items extends to include the reasonable additional costs incurred and such Buildings shall not thereafter be regarded as being better or more extensive than when new

Provided that

- a Our liability in respect of such additional costs and in respect of any one claim in any one Period of Insurance is limited to 10% of the Value of such Buildings at each separate premises or £100,000 whichever is the less
- b if Our liability under this Section, apart from under this extension, is reduced by the application of any of the terms and conditions of this Section, then our liability under this extension shall be reduced in like proportion

- c We will not be liable for such costs
  - i incurred in complying with prevailing European Union and Public Authorities stipulations
  - ii in respect of work involving such rebuilding or repair that was already planned by You prior to the Damage
  - iii We will not be liable for the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Buildings or by the owner thereof by reason of the works funded by this extension
- ii in respect of increase in cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which, but for that expenditure, would have taken place during the Indemnity Period but not exceeding the sum produced by applying the Rate if Gross Profit to the amount of the reduction thereby avoided, less any sum saved during the Indemnity Period in respect of such charges and expenses of The Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage.

### 37 Working from Home

Extension 37 Working from Home is restated:

Section 1 – Material Damage extends to include All Other Property, other than Portable Hand Tools, temporarily removed from the Premises to the homes of Employees whilst undertaking clerical activities working from home

The most We will pay in respect of any one claim is:

- i £1,500 any one item
- ii a maximum of £3,000 at any one Employee's home.

This extension is subject to the Policy Wording and Excess applicable to the Section.

### Automatic Reinstatement of Loss

Automatic Reinstatement of Loss is re-stated:

The cover shall not be reduced by the amount of any claim following Damage as insured under Section 8 – Business Interruption provided that

- a We do not give written notice to the contrary within 30 days of the notification of any Damage
- b You pay the appropriate additional premium on the amount of the claim from the date of the Damage to the expiry of the Period of Insurance
- c You agree to comply with any security recommendations or other measures We may require to reduce the risk of Damage.

## Section 8 – Business Interruption

### Cover

#### The Amount Payable

The Amount Payable in part a is re-stated:

- a on Gross Profit and wages, salaries, fees, redundancy payments and payments under the Contract of Employment Acts or similar legislation:

Cover is limited to loss of Gross Profit due to a reduction in Turnover and/or an increase in cost of working, and the amount payable shall be

- i in respect of reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the standard Turnover

### Extensions

#### Extension 2 Suppliers

Extension 2 Suppliers is re-stated:

Loss as insured under Indemnity 1a of Section 8 – Business Interruption resulting from interruption of or interference with The Business in consequence of Damage by any cause covered by Section 1 Material Damage to property at the undernoted situations or to property as undernoted shall be deemed to be loss resulting from Damage to property used by You at or from The Premises.

- A premises of any of Your suppliers of goods and/or services with whom You have contracts or a contractual trading relationship with at the time of Damage all situate within the Geographical Limits or any member country of the European Union (except as provided for under B or C)

Provided that Our maximum liability in respect of any one claim shall not exceed 33.3% of the Gross Profit or £250,000 whichever is the lower

**B** premises of any motor vehicle manufacturer with whom You have contracts or a contractual trading relationship with at the time of Damage all situate within the Geographical Limits or any member country of the European Union

Provided that Our maximum liability in respect of any one claim shall not exceed 33.3% of the Gross Profit or £250,000 whichever is the lower

**C** Vehicles whilst stored at premises not in Your occupation situated within the Geographical Limits

Provided that Our maximum liability in respect of any one claim shall not exceed 15% of the Gross Profit or £250,000 whichever is the lower

We will not indemnify You in respect of Damage at any premises:

- a** of suppliers of electricity, gas, water or telecommunications services
- b** situate outside of the Geographical Limits caused by anything other than Fire, Lightning, Explosion and Aircraft.

For the purpose of Extension 2 – Suppliers the following definitions shall also apply:

#### **Fire**

Fire shall mean:

Fire, excluding Damage caused by

- a** explosion resulting from fire
- b** earthquake or subterranean fire
- c** its own spontaneous fermentation or heating, or its undergoing any heating process or any process involving the application of heat

#### **Lightning**

#### **Explosion**

- a** of boilers
- b** of gas

used for domestic purposes only, but excluding any Damage caused by earthquake or subterranean fire.

#### **Explosion**

Explosion shall mean:

Explosion, excluding Damage

- a** caused by or consisting of the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus belonging to You or under Your control in which internal pressure is due to steam only
- b** in respect of and originating in any vessel, machinery or apparatus or its contents, belonging to You or under Your control, which requires to be examined to comply with any statutory regulations, unless there is in force a policy of insurance or other contract providing the required inspection service
- c** by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

#### **Aircraft**

Aircraft shall mean:

Aircraft or other aerial devices or articles dropped from them, excluding

Damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### **3 Supply Undertakings**

#### **Extension 3 Supply Undertakings**

Extension 3 Supply Undertakings is re-stated:

Loss resulting from interruption or interference with The Business in consequence of Damage by any cause covered by Section 1 Material Damage to any property shown below within the Geographical Limits

#### **Property**

**A** at any land based premises

- B** comprising any land based cable or pipe connecting to the terminal connecting point at The Premises or any pylon through which any such cable runs

of any supply undertaking service provider or producer from which You obtain

- i** electricity (including generating stations or sub-stations)
- ii** gas (including any natural gas producer provided that it supplies gas directly to the supply undertaking or service provider which supplies gas to You)
- iii** water (including works and pumping stations)
- iv** telecommunications services (excluding intranet or extranet services)
- v** other telecommunications services providing intranet or extranet services

Provided that

- a** the Maximum Indemnity Period shall not exceed 1 month beginning with the date on which the damage occurred
- b** We shall not be liable
  - i** unless the loss, destruction or damage results in a complete cessation of the supply of the relevant service to The Premises for more than forty eight (48) consecutive hours
  - ii** for the first forty eight (48) consecutive hours of cessation of the supply of the relevant service to The Premises
  - iii** for any Business Interruption caused by loss or destruction of or damage to any overhead transmission and distributing cables or lines and their supporting structures (including pylons), other than where such loss, destruction or damage occurs to such cables, lines and structures situated within one (1) mile of The Premises
  - iv** for more than £1,000,000 or the Gross Profit whichever is the lesser for each occurrence (of loss, damage or destruction to the supply undertaking's, service provider's or producer's property) or series of occurrences arising out of or in connection with the same originating cause, irrespective of the number of The Premises which are affected by the occurrence or series of occurrences.

Where the same originating cause results in loss, damage or destruction to the property of more than one supply undertaking, service provider or producer, We shall not be liable to pay more than £1,000,000 or the Gross Profit whichever is the lesser under this Extension in respect of all occurrences of loss, destruction or damage combined and in the aggregate, irrespective of the number of supply undertaking's, service provider's or producer's properties affected.

#### **4 Failure of Supply**

##### **Extension 4 Failure of Supply**

Extension 4 Failure of Supply is re-stated:

Loss resulting from interruption or interference with The Business in consequence of accidental failure of supply of any of the under-noted contingencies within the Geographical Limits

- i** electricity at the terminal ends of the service provider's feeder at The Premises
- ii** gas at the service provider's meters at The Premises
- iii** water at the service provider's main stop cock serving The Premises
- iv** land based telecommunications services (excluding intranet or extranet services) at the incoming line terminals or receivers at The Premises
- v** other telecommunications services (including intranet or extranet services) at the incoming line terminals or receivers at The Premises

Provided that

- a** the Maximum Indemnity Period shall not exceed 1 month beginning with the date on which the failure of the supply first started occurring
- b** We shall not be liable
  - i** unless there is a complete cessation of the supply of the relevant service to The Premises of more than forty eight (48) consecutive hours
  - ii** for the first forty eight (48) consecutive hours of cessation of the supply of the relevant service to The Premises
  - iii** for any Business Interruption resulting from the deliberate act of any supply undertaking or service provider, or from any such undertaking or provider exercising its power to withhold or restrict supply or services or otherwise not performing its services, save where the supply undertaking or service provider is acting for the sole purpose of safeguarding life or protecting the supply undertaking's or service provider's system

- iv** for any Business Interruption resulting from failure of supply caused by
  - strikes or any labour or trade dispute
  - drought
  - other atmospheric or weather conditions, but this shall not exclude failure due to physical damage caused by such conditions
- v** for any Business Interruption caused by the failure of any overhead transmission and distributing cables, lines and their supporting structures (including pylons), other than where such failure occurs to such cables, lines and structures situated within one (1) mile of The Premises
- vi** for any Business Interruption resulting from the failure of telecommunications services delivered via satellite
- vii** for any Business Interruption which is insured under the Supply Undertakings Extension
- viii** for more than £25,000 or the Gross Profit whichever is the lesser for each failure of supply or series of failures arising out of or in connection with the same originating cause, irrespective of the number of The Premises which are affected by the failures. Where the same originating cause results in failure of supply from more than one supply undertaking or service provider, We shall not be liable to pay more than £25,000 or the Gross Profit whichever is the lesser under this Extension in respect of all failures of supply combined and in the aggregate, irrespective of the number of supply undertakings or service providers involved.

#### **Extension 6 Customers**

Extension 6 Customers is re-stated:

Loss as insured under Indemnity 1a of Section 8 – Business Interruption resulting from interruption of or interference with The Business in consequence of Damage by any cause covered by Section 1 Material Damage to property at the premises of any of Your customers within the Geographical Limits with whom at the time of the Damage You have agreed under contract to supply goods or services up to a limit of 5% of the Gross Profit or £250,000 whichever is the lower.