



XL Insurance

DealerPLUS

Insurance Policy

Contents

Introduction	4
Definitions	5
Your obligations to us under this policy	9
General	9
Operation of protection and security systems	9
Assignment	9
Making a claim	10
Data protection	10
Cancellation	11
Non payment of premium	11
Governing law	11
What is not covered (exclusions)	12
What is insured (the cover)	14
Section one: Stocks	14
Section two: Lack of or defective title	15
Section three: Contents	16
Section four: Buildings	17
Section five: Loss of income	18
Section six: Employer's liability	19
Section seven: Public & products liability	20
Section eight: Personal accident – assault	23
Disputes procedure	24
Complaints procedure	25

Introduction

1. The policy, **schedule** and any **endorsements** form one document and together with the information **you** have provided form a contract between **you** and **us**;
2. **We** will insure **you** up to the amount shown in the **schedule** during the **period of insurance** for which **we** have accepted **your** premium, providing all the terms and conditions of the policy are complied with;
3. Any enquiry or complaint may be addressed to **us** (directly or through **your** intermediary). Please have details of the policy, including **your** policy number, available to enable the enquiry to be dealt with speedily;
4. If **you** are not satisfied with the handling of any complaint please follow the Disputes and Complaints procedure on page 25.

Notes

1. This is a legal document and should be kept in a safe place.
2. Please read the policy, the **schedule** and any **endorsements** carefully. If they are not correct return them to **us** (directly or through **your** intermediary).
3. **You** must inform **us** immediately of any change of circumstance that may affect this insurance. If **you** do not, **your** policy may be invalid.
4. Any advice by **you** to **us** should be made either directly or through **your** intermediary.
5. Any agreement required from **us** must be in writing.

Definitions

Certain words in this policy have special meanings. These meanings are given below. To help **you** identify these words **we** have printed them in bold on the following pages. Words derived from the words defined below should be construed in accordance with these Definitions.

Agreed Value

The value of an item of **stock** or **contents** agreed between **you** and **us** and set out in the **schedule**, for the purposes of this policy only. **We** make no representations that this is the value that the item would attain if sold. The **agreed value** should not be relied upon for any purpose except insurance with **us**.

Associated Company

A body corporate which is for the time being a member of the same group as **you** in accordance with the definition of "group" for the purposes of the Companies Acts and so that the term "subsidiary" shall also include a subsidiary undertaking.

Business

The business stated in the **schedule**, including the ownership and occupation of the property in connection with the business, and

- a) the provision and management of canteen sports social or welfare organisations for the benefit of **employees** and fire, security, first aid and medical services;
- b) private work undertaken with **your** prior consent by **employees** relating to the **business**.

Injury

Bodily injury, death, disease, illness or nervous shock.

Buildings

The structure of **your premises**, including outbuildings, walls gates, fences and tanks, drains, pipes and cables servicing **your premises**, excluding **contents**.

Contents

- Trade and office furniture, display cases and the like;
- Your computer and other electronic equipment, providing that all items with an amount insured over GBP1,000 that may be **temporarily removed** from the **premises** are individually declared to us;
- Your fixtures, fittings, interior decorations and improvements **you** have made to **your premises** as a tenant affixed to the **premises**;
- Your library and other reference books;

as separately specified in the **schedule**. **Contents** does not include **stock** or **jewellery**.

Costs and Expenses

The following costs incurred with **our** prior written consent solely arising out of an **injury** insured under the applicable section:

1. costs and expenses of claimants for which **you** are legally liable;
2. legal fees and related costs incurred for:
 - a) defence in any Court of any action brought against **you** in respect of breach or alleged breach of any statutory duty;
 - b) representation at a Coroners Court or Fatal Accident Inquiry;

3. legal costs and expenses incurred by **you** and, at **your** request, by any director or **employee** and costs awarded against **you** or one of **your** directors or **employees** arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence under the Health and Safety at Work Act 1974 or similar safety legislation of the **United Kingdom** provided that the proceedings relate to the health, safety or welfare of, in respect of Section Six, **your employees** and in respect of Section Seven, persons other than **your employees**;
4. in respect of Section Seven only, the legal costs and expenses incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987 provided that the proceedings relate to an offence alleged to have been committed in the course of **your business**;

Costs and expenses shall not include either fines or penalties or costs and expenses insured by any other policy.

Cost Price

The amount **you** actually paid for an item of **stock**, plus any amount expended by **you** to bring it to a saleable condition; provided that both amounts are noted in the **stock** records at the time of expenditure.

Damage

Physical damage.

Data

Information stored by or on a computer.

Depreciation

The reduction in value of an item solely and directly caused by **damage** to the item, calculated as a percentage of the value in accordance with the applicable Basis of Settlement.

Employee

Any person for the time being employed by or working for **you**, whether for reward or not, in respect of whom **you** are legally obliged to maintain Employer's Liability Insurance.

Endorsement

Any variation made to this policy and agreed by **us** in writing.

Excess

The amount for which **you** are responsible in respect of any **loss, damage** or claim.

Glass

Fixed glass in windows, doors and fanlights, sanitary fixtures and fittings, excluding **stock** and **contents**.

Income

The money paid or payable to **you** for **stock** sold and delivered, less the **cost price** of such **stock** and for services rendered in the course of the **business** at the **premises**.

Indemnity Period

The period beginning with the occurrence of the **loss** or **damage** and ending not later than the maximum indemnity period thereafter during which the results of the **business** shall be affected in consequence of the **damage**.

Jewellery

Gemstones, pearls, watches or items of gold, silver or other precious or semi precious metals and/or articles comprising them, designed to be worn on the person.

Loss

Physical loss.

Market Value

The price which could reasonably be expected to be paid for an item by a willing buyer to a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

Money

Cash, uncrossed cheques, postal orders and banker's drafts, travellers' cheques, savings stamps and certificates, gift tokens, luncheon vouchers, current postage stamps and stamp franking machine unused units, all either **your** property or for which **you** are responsible.

Non Negotiable Instruments

Crossed cheques, crossed Postal Orders, crossed money orders, crossed bankers' drafts, National Savings Certificates, Premium Bonds, credit card sales vouchers, Value Added Tax purchase invoices, all either **your** property or for which **you** are responsible.

Period of Insurance

The period shown in the **schedule** including any other contiguous periods for which **you** have agreed to pay premium and **we** have agreed to accept premium.

Premises

The permanent business addresses specified in the **schedule**, built of **standard construction** unless otherwise agreed by **us**, but not any outdoor part, outbuildings or the common parts of leased or rented **premises**, unless agreed by **us**.

Property

All property including but not limited to **buildings, stock, contents, money, non negotiable instruments** and **glass** insured under this policy.

Safe

A strong lockable cabinet constructed of reinforced steel specifically designed to protect items of high value from theft or unauthorised removal, made by a recognised specialist manufacturer, which is securely fixed to the wall or floor of the building within which it is contained.

Schedule

The document sent to **you** or **your** intermediary when **we** accepted this insurance and any subsequent amendment, whichever is the most recent, showing **your** name and address, the amounts insured and **period of insurance**.

Selling Price

The minimum price that **you** will accept for the sale of an item of **stock** from a purchaser, net of Value Added Tax or any other recoverable tax or duty.

Standard Construction

Built entirely of steel, brick, stone or concrete (other than windows and skylights) and roofed entirely with slates, tiles, metal, concrete, asphalt or sheets or slabs composed entirely of mineral ingredients.

Stock

A physical item or items of art or antiques as described as being dealt in by **you** in the Proposal Form or otherwise agreed to by **us**, excluding **jewellery**.

Stock Book

A physical **stock** ledger and/or a centralised computer ledger; recording all items of **stock** with a back up copy, no more than one month old, kept away from **your premises**.

Transits

Any shipping, consignment or sending of **stock** or **contents**.

Temporarily removed

Away from **your premises** for a period not exceeding 90 consecutive days and within the territorial limits specified in the **Schedule** but not including whilst in transit to or from or at fairs, shows or exhibitions, unless specifically agreed by **us**.

Terrorism

Any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Unattended

Without a responsible adult occupant legally attending.

United Kingdom

The United Kingdom of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Unoccupied

A business address not staffed during normal working hours, or a domestic dwelling which has not been lived in within the preceding 30 days or not inspected twice a week.

Utility Provider

Any generating station or sub station of the electricity supply undertaking, land based **premises** of the gas supply undertaking or of any natural gas producer linked directly therewith, water works and pumping stations of the water supply undertaking, land based premises of the telecommunications undertaking, from which **you** obtain electricity gas water or telecommunication services within the **United Kingdom**.

Value

The value in accordance with the basis of settlement as set out in this policy or the **schedule**.

We or us or our

XL Catlin Insurance Company UK Limited.

You or your

The Company, person or persons shown in the **schedule** as the Insured.

Your obligations to us under this policy

The obligations on **you** in this section must be strictly observed at all times. Any breach, no matter how minor, entitles **us** not to pay any claim and/ or not to continue cover.

General

During the policy, **you** must:

1. maintain the amounts insured at a level that represents the replacement value in accordance with the Basis of Settlement set out in this policy;
2. exercise due diligence and take all reasonable steps to prevent losses, accidents and injury and to protect against **loss** or **damage**;
3. tell **us** of any change of circumstance that may affect this insurance. **You** will not be insured under this policy until **we** have agreed in writing to accept the change in circumstances. If **you** are not sure if any material change in circumstances is relevant, **you** should tell **us** about it and let **us** decide;
4. advise **us** if building work is to take place at **your premises** when the cost of the work exceeds GBP25,000. **We** may require **you** to provide full details of the work to be undertaken and **you** must comply with any condition relating to prevention of **loss** or **damage** **we** may impose;
5. keep all **property** in good condition and repair;
6. comply with all current building and health and safety legislation and regulations;
7. check the accuracy of **your stock book** by making a physical inventory of **your stock** at least once a year and record the results in writing or electronic form;
8. allow **our** surveyor access to **your premises** on reasonable notice within normal office hours and comply with any measures required by **us** following a survey arranged by **us**.

Operation of protection and security systems

1. All intruder alarms and automatic fire detection systems must be in full and effective operation whenever the **premises** are left **unattended**, and must be in proper working order under a maintenance contract with the Installing Company or another qualified Installer.
2. All other protective devices must be maintained in complete working order.
3. Any keys, codes and combinations to the Intruder Alarm and any **safes** or strongrooms must be removed whenever the **premises** are closed or left **unattended**.
4. The Intruder Alarm shall not be regarded as effective if **you** have been notified that the connection to the central monitoring station or the Police response has been withdrawn or is not operational.
5. All fireproof doors and shutters must be kept closed except during working hours and be maintained in efficient working order.
6. Each external door must be kept locked even during opening hours unless such door is within the sight of at least one of **your** Directors, Partners or **employees** at all times.

Assignment

This Policy covers **you** and no benefit of it shall inure to any other party including but not limited to **your** customers. This Policy may not be assigned to or transferred to any other party without **our** prior written consent. Nothing in this insurance is intended to give any person any right to enforce any of the terms of this insurance which that person would not have had but for the Contract (Rights of Third Parties) Act 1999.

Making a claim

1. Upon learning of any circumstances likely to give rise to a claim **you** must:
 - 1.1 tell **us** as soon as possible and then give **us** full details within 30 days of the incident together with any supporting evidence **we** may require, give **us** all the help and information that **we** may require and allow **us** to enter and inspect **your premises**, books, records and copies of consignment notes, on reasonable notice within normal office hours whenever **we** request;
 - 1.2 immediately tell the police if **you** suspect there has been a crime and obtain a written crime report where a report has been taken;
 - 1.3 immediately notify, in writing, the carrier of **loss** or **damage** in transit and endeavour to obtain a written acknowledgement;
 - 1.4 immediately send **us**, without replying to it, any summons or other communication **you** receive in connection with any incident that may give rise to a claim under this policy. **You** must not admit, deny, negotiate or pay a claim or liability without **our** written consent. **We** are entitled, but not obliged, to take over and deal with, in **your** name, the defence or settlement of any claim.
2. **We** are entitled to take the benefit of **your** rights against another person before or after **we** have paid a claim, or **we** may take proceedings in **your** name, but at **our** expense, to recover for **our** benefit the amount of any payment made under this insurance.
3. Where **we** have paid **you** the full or **agreed value** of a **damaged** item **we** are entitled (but not obliged) to take possession and ownership of that item. So **you** must not dispose of it until **you** have **our** permission to do so. No **property** may be abandoned to **us**.
4. If **you** or anyone acting for **you** have not disclosed or have misrepresented any fact or circumstance which might affect **our** decision to provide insurance or the terms of that insurance, or **you** or anyone acting for **you** makes a claim under the policy knowing the claim to be false or provides false information in connection with any claim, **we** can refuse to pay any claim and/or **we** can treat the insurance as void.
5. **You** must not incur any legal or associated costs without **our** express written consent to all items of such costs, and **you** and any lawyers or other advisers appointed by **you** must act in accordance with **our** wishes. **You** must co-operate fully at all times with any lawyers and/or other advisers **we** appoint if **we** exercise **our** rights under paragraph 1.4. Whether or not **we** take over the defence or settlement of any claim, **we** shall have the right at any time to negotiate with any claimant and in the event that **we** are able to settle the claim but **you** wish to continue to defend it, **you** must accept as full and final discharge of all **our** liability under this policy (whether then known or unknown) payment to **you** of the amount **we** could have paid the claimant to settle the claim and any legal and associated costs for which **we** are already liable at that point.
6. In the event of a claim being made under this policy, **we** will not settle a claim in full or in part until all outstanding premiums have been paid.

Data protection

We are committed to ensuring **your** privacy and that **your** personal information is protected. For details of how **we** use the personal information **we** collect from **you** and **your** rights please view **our** privacy policy at <https://www.axaxl.com>.

If **you** would like **us** to send **you** a printed copy please contact **us** (directly or through **your** insurance intermediary).

Inaccurate data

If **you** believe that **we** are holding inaccurate information about **you**, please contact **us** (directly or through **your** insurance adviser) and **we** will correct any errors.

Right to object

Where **we** process **your** personal information for direct marketing purposes or on the basis of a legitimate interest, **you** have the right to object to the processing. **We** explain the legitimate interests **we** rely upon in **our** privacy policy. If **you** want to exercise **your** right to object, please contact the Data Protection Officer.

In writing:

Data Protection Officer
XL Catlin Insurance Company UK Limited
20 Gracechurch Street
London
EC3V 0BG

By email: compliance-art@axaxl.com

Cancellation

You have the right to cancel the policy at any time by giving **us** notice in writing by recorded delivery or registered letter. If **you** cancel, **you** should write to **us** at 20 Gracechurch Street, London, EC3V 0BG. **We** also have the right to cancel the policy at any time but must give **you** 14 days notice. If **we** cancel, **we** will write to **your** last known address by recorded delivery or registered letter. Upon cancellation, **you** shall be entitled to a return premium proportionate to the unexpired part of the **period of insurance** providing no claim has been submitted.

Non payment of premium

We reserve the right to cancel this policy with effect from its inception in the event of non payment of the premium, or if **you** are paying by instalments the date when the last instalment was due.

Governing law

By Law, **you** and **we** are free to choose the law applicable to **your** insurance contract with **us**. In the absence of any written agreement to the contrary, this Policy shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Courts.

What is not covered (exclusions)

Whilst we aim to make our policy comprehensive, there are certain things we cannot insure. Each section contains exclusions specific to it. The following apply to all Sections:

This insurance does not cover:

1. **Loss, damage**, liability or expense caused by or resulting from:
 - 1.1 Inherent vice, latent defect, wear and tear, nature of the subject-matter insured, gradual deterioration, insects, vermin, rust, corrosion, rot, mould, mildew, fungus or fungal attack, atmospheric or climatic conditions, or the action of light;
 - 1.2 any process of heating, drying, cleaning, washing, dyeing, alteration, repair, restoration, maintenance, dismantling, decoration;
 - 1.3 misuse or mechanical or electrical breakdown or derangement;
 - 1.4 faulty or inadequate construction, design or workmanship or the use of faulty materials;
 - 1.5 confiscation, requisition, detention or destruction by or by order of any government, public or local authority or agency of them;
 - 1.6 war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, except to **stock** while in transit: see Section One;
 - 1.7 **your** own wilful or deliberate act or omission or that of any **associated company** or **employee**;
 - 1.8 coastal or river erosion;
 - 1.9 normal settlement, shrinkage or expansion of the **buildings**;
 - 1.10 clerical or accounting errors or omissions;
 - 1.11 any accident, occurrence, **injury, loss or damage** occurring or expense incurred before the **period of insurance**;
 - 1.12 escape of water from any fixed water or heating installation, or from any fixed water tanks, apparatus or pipes unless **you** keep the relevant **premises** heated to a temperature of at least 5 degrees Celsius or shut off and drain the fixed water tanks, apparatus and pipes;
 - 1.13 corruption, magnetic or electrical damage, disturbance or distortion to **data**;
 - 1.14 lack of title, or defective title, on the part of any past, present and/or future purported owner, except as provided for under Section Two;
 - 1.15 theft, fraud or dishonesty committed or connived at by:
 - any of **your** directors, partners, employees or agents ;
 - anyone to whom the **stock** is directly or indirectly entrusted or loaned unless such **loss or damage** arises when such **stock** is deposited for safe custody only.
2. **Loss, damage** or expense, or liability arising out of **loss, damage** or expense, which is directly or indirectly caused by or contributed to by or arising from:
 - 2.1 ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - 2.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component;
 - 2.3 the transmission of any communicable disease, human immune deficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any related virus complex or syndrome;
 - 2.4 **terrorism**; except under Sections Six and Seven, if not specifically endorsed hereon;

Notes

Terrorism cover is available in respect of **your UK premises** but must be specifically requested at the time **you** apply for this insurance and at each renewal of the policy).

- 2.5 in Northern Ireland, civil commotion;
- 2.6 toxic mould;
- 2.7 pollution or contamination unless caused by a sudden, identifiable unintended or unforeseen accident, and the accident causing the pollution or contamination
 - a) is reported to **us** immediately or as soon as reasonably possible, and
 - b) occurs during the **period of insurance**.All pollution or contamination arising from one accident shall be deemed to have occurred at the time the accident takes place.
- 3. **Loss, damage** or expense if the location where the **loss, damage** or expense occurs is:
 - 3.1 left **unoccupied**;
 - 3.2 undergoing demolition, structural alteration, structural repair or extension unless **we** agree with **you** in writing.
- 4. **Loss or damage to property**
 - 4.1 at a hotel, motel or lodging house unless the **property** is kept in a locked **safe** or when in the actual and personal possession of **you** or **your employee** or agent;
 - 4.2 sent by post or postal courier unless the total value of the sending is below GBP10,000 or currency equivalent and registered post or a tracking service is used;
 - 4.3 which is revealed only by or on routine inspection or the taking of an inventory or periodic stocktaking;
 - 4.4 in transit unless such **property** is securely and adequately packed so as to withstand the normal hazards of such transit considering the nature and fragility of the item;
 - 4.5 entrusted to **you** for safe custody only;
 - 4.6 resulting from theft or attempted theft of or from any **unattended** road vehicle, unless such vehicle is contained within a secure compound with a fully operational alarm system. This exclusion does not apply to vehicles under the control of professional Fine Art carriers.
- 5. **Depreciation**, but this exclusion does not apply to **loss or damage to stock**.
- 6. Any claim which but for the existence of this insurance would have been compensated under any other policy.
- 7. Any punitive, exemplary or other such damages awarded by any court.
- 8. The cost of routine maintenance or redecoration.
- 9. **Loss or damage** to or legal liability, directly or indirectly arising from any computer or other equipment, **data** processing service product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software programme or process, or any other electrical or electronic system, directly or indirectly caused by computer viruses or failure to recognise, interpret or process any date as its true calendar date or to continue to function beyond that date.
- 10. Consequential loss (being additional **loss, damage**, cost, expense or other financial liability occurring or being incurred as a result of but after the occurrence of the event insured against), except as specified in Section Five.
- 11. The amount of any excess shown in the **schedule**.
- 12. Any expenses incurred in preparing a claim, except for cover under Section Five.
- 13. **Loss, damage**, cost or expense of whatsoever nature to the extent that the provision of cover, payment of claim or provision of benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

What is insured (the cover)

Section one: Stocks

You are insured against **loss** or **damage** to **stock** whilst at **your premises** and whilst **temporarily removed** therefrom as specified in and up to the sums insured in the **schedule**.

You are also insured for:

Fairs and Exhibitions

Stock and **Contents** at fairs and exhibitions but only for specific fairs and exhibitions as specified in and up to the sums insured in the **schedule** or an **endorsement**, provided that **you** or a minimum of one of **your employees** is in attendance at the stand at such fair or exhibition at any time when members of the public are present at the fair or exhibition.

Transits

The following provisions apply to **stock** having a total combined value (calculated in accordance with the basis of settlement) in excess of GBP 10,000

1. **Transits** by air must:
 - either be transported by **you** or **your employee** as hand baggage and at all times be kept in **your** actual, personal and vigilant possession;
 - or be shipped as air cargo under the supervision of a professional Fine Art carrier;
2. **Transits** by road must:
 - either be transported by **you** or **your employee** out of sight in a vehicle under **your** or **your employee's** control. All parts of the vehicle must be kept locked;
 - or be transported by a professional Fine Art carrier;
3. Any **transit** not by air or road, other than on a ferry incidental to a road transit, is not covered by this Policy unless **you** have **our** prior agreement.

War

You are also insured for War risks to **stock** in transit but only to the extent that such cover is given under the Institute of London Underwriters (International Underwriting Association) War Clauses CL 255, CL 257 and CL 258 and subject to the cancellation provision in CL 271. Copies of these clauses are available on request.

Basis of settlement

1. In the event of **loss** of:
 - 1.1 **your own stock**, **we** shall be liable for no more than the value;
 - 1.2 **stock** owned by others, **we** shall be liable for no more than the amount stated in the Consignment note or **your** liability to the owner, whichever is the lesser;
 - 1.3 sold **stock** (prior to delivery), the amount invoiced by **you** to the Buyer.
2. In the event of **damage** to **stock**, **we** shall be liable for no more than the lesser of the **value** or the cost of restoration by a restorer agreed by **us** or if no agreement is possible, a restorer nominated by **us**, plus any **depreciation** of the item (after restoration).
3. If a claim is made in respect of an item in which **you** have a part share, **our** liability shall not exceed:
 - 3.1 In respect of the proportion **you** own, that same proportion of the item's **value**;
 - 3.2 In respect of the proportion **you** do not own, **your** legal liability to the owner of the item, not to exceed the proportion of the **market value** of the item that **you** do not own.

4. We shall have the option of discharging our liability in respect of any item of stock by paying you the value of the item and thereby obtaining ownership of the item.
5. In the event of loss or damage to stock which is subsequently found to be a fake, forgery or misattribution, our liability shall not exceed the lesser of the actual market value of such stock immediately prior to the loss or damage or the value and you shall refund to us any higher amount paid by us to you in settlement of your claim.
6. You shall have the right to repurchase from us any stock that is recovered for which we have paid a claim either:
 - 6.1 within one year of the date of loss at the amount of the settled claim, plus expenses incurred by us in handling the claim and recovery; or
 - 6.2 thereafter, at the fair market value at the time of recovery.You must exercise such right within 30 days of us offering the stock to you.

Agreed values

If we have agreed values with you for a specific item of stock, the Basis of Settlement set out in the schedule shall not apply and we will be liable for no more than the agreed value.

Stock records

Items owned by you, for sale

1. You must complete stock books in which individual details of all items are recorded. The date of purchase and cost price of each item, must be recorded in the stock book at the time the item comes into your custody.
2. If the basis of settlement set out in the Schedule relates to selling price, the selling price of each item for sale must also be recorded in the stock book. Any amendments to the selling price of an item after it comes into your custody must be promptly recorded, together with the date of the amendment.

Items consigned by or to you, for sale

1. You must issue a consignment note in respect of each item consigned by or to you and must keep a central record of all consignment notes issued. The consignment note must include the value of the item, not to exceed the market value on the date of consignment, agreed between the Consignor and you.

There is no cover under this policy for stock not recorded in your stock book or for which a consignment note has not been issued by you.

Section two: Lack of or defective title

We will pay:

1. Either The cost price of an item of stock which you are required by law to relinquish possession,
or if you have already disposed of the item of stock, your legal liability to the owner of the item of stock, not to exceed the item of stock's market value
due in either case to:
 - 1.1. The vendor's defective or lack of title to the item purchased by you;
 - 1.2. any charge or encumbrance placed on the item, prior to the purchase by you, of which you were not aware;
2. Legal costs you incur, with our prior written consent, in defending claims in respect of any defective and/ or lack of title claim made against you.

Provided always that:

- 2.1 the purchase was made after the retroactive date stated in the **schedule** or the inception date of this policy, if no retroactive date is shown: and
- 2.2 any relevant claim is made during the **period of insurance**.

This extension excludes any claim arising by reason of any duly registered Bill of Sale, being a certificate of transfer of personal property as security against debt, affecting the goods.

It shall be a condition precedent to liability under this extension that:

1. **You** shall not commence or have commenced any litigation or other legal process without **our** written consent;
2. **You** took all reasonable steps to check the provenance of the item, particularly if purchased from a source other than from a member of a recognised trade association.

Section three: Contents

You are insured against **loss** or **damage** to **contents**, whilst at **your premises** and whilst **temporarily removed** therefrom as specified in and up to the amounts insured in the **schedule**.

1. In the event of **loss** of **contents**, **we** shall be liable for no more than the cost of replacement, repair, or restoration, in each case to a condition equivalent to or substantially the same as but no better or more extensive than its condition as new.
2. If the total value of **your contents**,
 - calculated in accordance with (1) above;
 - excluding **contents** insured under 'Newly Acquired Contents' below;immediately prior to the **loss** or **damage** exceeded 120% of the amount insured for **contents** stated on the **Schedule**, **we** shall only pay the same percentage of any claim that the amount insured bears to that total value.

Agreed Values

If **we** have **agreed values** with **you** for a specific item of **contents**, the Basis of Settlement above shall not apply and **we** will be liable for no more than the **agreed value**.

You are also insured, within the amount insured for **Contents**, for:

Contents at Fairs and Exhibitions

Contents at fairs and exhibitions but only for specific fairs and exhibitions as specified in the **schedule**.

Personal Effects

Employees, directors, partners' and visitors personal effects, including pedal cycles, tools, instruments and the like, not exceeding GBP500 per person.

Patterns and Moulds

Patterns, models, moulds, plans and designs, other than those that form part of the **stock**, not exceeding the cost of the labour and materials expended in reinstatement.

You are also insured for:

Money and Non negotiable Instruments

- Money, not exceeding GBP5,000;
- Non negotiable Instruments, not exceeding GBP250,000;

but **we** will not pay for **loss** of **money** occurring at an **unattended** location unless the **money** is in a locked **safe**.

Data Replacement

Data, Documents, Manuscripts and Business books but only for the cost of the materials and clerical labour and computer time expended in reproducing such **data** or records (excluding any expense in connection with the production of information to be recorded therein) and not for the value to **you** of the information contained therein, not exceeding GBP5,000 provided that all **data** is backed-up at least once a week and back up copies are kept off **your premises**.

Debris Removal

The costs and expenses necessarily incurred by **you** with **our** prior consent in removing debris and dismantling or demolishing of the **premises** as a result of **loss** or **damage** insured under this Section. The maximum **we** will pay under this sub section is GBP2,500.

Replacement of Keys and Locks

The cost of replacing and fitting the locks of external doors and windows, intruder alarms or **safes** at the **buildings** if any keys to the locks are stolen or lost anywhere in the world. The maximum **we** will pay under this sub section is GBP2,500 for each incident. But **we** will not pay for the cost of replacing the locks of any **safe** or strong room if the keys to such locks are left at **your premises** whilst closed for **business**, unless **you** or an **employee** lives on the **premises**;

Newly Acquired Contents

Similar newly acquired **contents** but not any appreciation in value during the current **period of insurance** at **your premises** provided that **you** give **us** details within one month of acquisition and pay any additional premium that **we** may require. The maximum **we** will pay during the **period of insurance** under this sub section is GBP50,000 or 10% of the amount insured for **Contents**, whichever is the lesser.

Metered Water

Loss of metered water at **your premises** and the reasonable cost of locating the leak up to a maximum of GBP2,500 in any one **period of insurance**.

Signs

Loss of or **damage** to signs (other than neon signs) up to a maximum amount of GBP1,000 in any one **period of insurance**.

Glass

The cost of making good the breakage or scratching of **glass** at the **premises**, up to GBP5,000 any one **loss**, unless otherwise specified in the **schedule** including:

1. temporary boarding-up following breakage;
2. repair of **damage** to window frames as a result of such breakage or the cost of removal or replacement of fixtures and fittings in the course of replacement of **glass** up to a maximum amount of GBP500 in any one **period of insurance**;
3. lettering or other ornamental work and alarm foil on **glass** up to a maximum amount of GBP500 for any one **loss**.

Section four: Buildings

You are insured for **loss** or **damage** to **your buildings** of **standard construction**, unless otherwise agreed by **us**, as specified in the **schedule**.

Basis of settlement

1. **We** will pay the cost of repair or reinstatement of the **damaged** part of the **buildings** up to the amount insured shown in the **schedule** providing that the work is carried out without delay and, in any case, within 12 months of the **damage** or such further time as **we** may allow. However, **we** will not pay for any **depreciation** of **market value** beyond the cost of repair or reinstatement.
2. **We** will also pay for the following costs and expenses necessarily and reasonably incurred in the reinstatement of the **buildings**:
 - 2.1 architects', surveyors', consulting engineers' and legal fees but not for preparing any claim;
 - 2.2 the cost of clearing the debris and making the **buildings** safe;

DealerPLUS

What is insured (the cover)

- 2.3 the cost of dismantling, demolishing or shoring up or propping of the damaged portion(s) of the **buildings**;
- 2.4 the cost of complying with any government or local authority requirement following **damage**, providing notice was not served on **you** to comply with such requirement prior to the **damage** occurring; up to a maximum of 20% of the amount insured for **Buildings**, unless otherwise agreed by us.
3. If, at the time of the **damage** the amount insured under this Section is less than the cost of rebuilding the insured **buildings** including the costs in 2 above, the amount payable shall be proportionately reduced.

Exclusions

You are not insured, under this Section, for loss, **damage**, liability or expense

1. caused by or resulting from:
 - 1.1 frost;
 - 1.2 explosion of a boiler or other plant designed to operate under steam pressure and belonging to or under **your** control, but this exclusion shall not apply to domestic boilers nor to **damage** by fire resulting from explosion;
 - 1.3 chewing, scratching or fouling by pets
 - 1.4 subsidence, collapse, landslip, ground heave, movement, creeping, normal settlement, shrinkage, cracking or expansion in **buildings** or foundations.
2. to:
 - 2.1 gates and fences caused by storm, flood or lopping, topping or felling of trees and shrubs,
 - 2.2 window **glass** (see Section Three)

Section five: Loss of income

Notes

To the extent that **you** are accountable to the tax authorities for VAT, all terms in this Section shall be exclusive of such tax.

You are insured, up to the amount insured in the **schedule**, for

1. the loss of **income**; and
2. additional expenditure.

resulting from and following

1. **loss or damage to your premises**;
2. or **loss or damage to buildings** in the vicinity of **your premises** preventing or hindering the use of the **premises** or access to them;
3. any human infectious or human contagious disease, an outbreak of which the local authority has stipulated shall be notified to them manifested by any person whilst in the **premises** or within a 25 mile radius of it;
4. murder or suicide in **your premises**;
5. **injury** or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided in **your premises**;
6. vermin or pests in **your premises**;
7. the closing of the whole or part of **your premises** by order of a competent public authority consequent upon defect in the drains or other sanitary arrangements at **your premises**;
8. **loss or damage to property** at any **utility provider**.

Basis of settlement

We shall be liable for no more than:

1. The shortfall between the **income** received during the **indemnity period** and the **income** which would have been received but for the **loss or damage**;
2. The additional expenditure necessarily and reasonably incurred following **loss or damage**, with **our** prior agreement, to avoid such a shortfall; and
3. The reasonable charges payable by **you** to **your** professional accountants for producing any particulars in **your** book of account or any other **business** books or documents or any other information required by **us** under the terms of this Section and for reporting that such particulars are in accordance with **your** books of account or other business books or documents;

Less

1. any sum saved during the **indemnity period** on business expenses or charges which can be reduced or eliminated as a result of the **loss or damage**;
2. any uplift on the **cost price** of lost or **damaged stock** paid by **us** under Section One; and
3. Any **income** from **stock** sold or services performed by others acting on **your** behalf during the **indemnity period** away from **your premises** for **your** benefit and/or any money paid for or payable for such sales or services.

Our payment shall be calculated by reference to **your income** during the period immediately before the **loss or damage** equivalent to the **indemnity period** or, if **you** are in **your** first year of business, **your income** immediately prior to the **loss or damage** adjusted for usual seasonal fluctuations in similar businesses to yours.

In adjusting the amount paid all variations or special circumstances affecting **your business** shall be taken into account in order that the amount paid shall represent as nearly as practicable the results which would have been expected if the **loss or damage** had not occurred.

If the amount insured under this Section is less than the difference between sales and purchases in the twelve months (or a proportionately increased multiple thereof when the **indemnity period** exceeds twelve months) before the **loss or damage** then the amount payable shall be proportionately reduced.

Exclusions

You are not insured under this Section for **loss, damage**, liability or expense:

1. resulting from a peril excluded in the Exclusions in Sections 1 or 3 of this Policy;
2. from the point where **your business** becomes insolvent (even if it is thereafter carried on whether by **you**, a liquidator or receiver) or is otherwise permanently discontinued without **our** consent;
3. if **you** do not submit a statement to **us** with particulars of **your** claim not later than 30 days after the expiry of the **indemnity period** (or within such further time as **we** may allow).

Section six: Employer's liability

You are insured for all sums that **you** shall become legally liable to pay as damages together with **costs and expenses** solely in respect of **injury** sustained by an **employee** arising out of his employment by **you** in the course of **your business** provided that the **employee** is normally resident within the **United Kingdom**.

Limit of Liability

Our liability under this Sub Section for damages, **costs and expenses** payable in respect of any one claim against **you** or series of claims against **you** arising out of one event shall not exceed GBP10,000,000 (but see War, Civil War, Political Risk and **Terrorism** Limitation overleaf).

Right of Recovery

We may be obliged by the relevant legislation to pay out sums under the terms of this insurance which we would not be required to pay but for the existence of that legislation. If so, you shall repay us all sums paid by us which we would not have been liable to pay but for the provisions of such law.

Unsatisfied Judgements

If an employee is injured and such injury arises out of his employment with you in the course of your business, and, as a result, the employee or his personal representative obtains a judgement for damages which remains unsatisfied in whole or in part six months after the date of such judgement we will pay, at your request, to the employee or his personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

1. the judgement for damages is obtained
 - I) in a court of law in the **United Kingdom**;
 - II) against a company partnership or individual other than you conducting a business at or from premises within the **United Kingdom**;
2. there is no appeal and/or application for permission to appeal outstanding, the time for making such an application having expired;
3. the employee has taken all reasonable steps to collect the damages awarded;
4. if any payment is made under the terms of this clause the employee or the personal representatives of the employee shall assign the benefit of the judgement to us.

Vehicles

We will not pay for any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation.

War, Civil War, Political Risk and Terrorism Limitation

Our liability under this Section for damages, costs and expenses payable in respect of any one claim against you or series of claims against you arising out of one event shall not exceed GBP5,000,000. This limitation shall only apply in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from War, Civil War or Political Risk as defined below and terrorism.

For the purposes of this clause, "War, Civil War or Political Risk" means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of property by or under the order of any Government or public or local authority, terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

Section seven: Public & products liability

You are insured for all sums that you shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental

1. injury to any person;
2. loss of or damage to property;
3. nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water;
4. wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy;

happening in the course of your business; or caused by the nature or condition of anything sold or supplied by you in the course of your business.

You are also insured under this Section for

Defective Premises Act

Your legal liability in respect of injury **loss** or **damage** arising solely by reason of Section 3 of the Defective Premises Act 1972 or article 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of any premises previously owned for purposes pertaining to **your business** and since disposed of by **you** but cover will not apply if **you** are entitled to indemnity under any other insurance.

Contingent Motor Liability

Your legal liability in respect of injury **loss** or **damage** arising out of the use in connection with **your business** of any motor vehicle not owned or provided by **you**.

You are not insured for legal liability

1. in respect of loss or damage to such vehicle or to goods conveyed therein or thereon
2. in respect of injury **loss** or **damage** arising while such vehicle is being;
 - I) driven by **you**;
 - II) driven with **your** or **your** representative's general consent by any person who to **your** or **your** representative's knowledge does not hold a licence to drive a vehicle unless such person has held and is not disqualified from holding such a licence;
 - III) used elsewhere than in the **United Kingdom**;
3. in respect of which **you** are entitled to indemnity under any other insurance.

Tenant's Liability

Your legal liability as tenant to the owner of **your premises** for:

1. **loss** or **damage** to **your premises** caused directly by the following events:
 - I) Fire, lightning, explosion or earthquake;
 - II) Storm or flood;
 - III) Weight of snow;
 - IV) Escape of water from any water or heating installation.

Excluding:

1. loss or damage arising under agreement unless **you** would have been liable in the absence of such agreement;
2. loss or damage against which a tenancy or other agreement stipulates that insurance shall be effected by or on behalf of **you** (in which case insurance should be effected under Section Three).

In addition **you** are insured for all sums, which **you** may be legally liable to pay as tenant for the cost of repairing accidental **damage** to cables and underground pipes and drains (and their inspection covers) on the **premises** or connecting them to the public mains

Liability of Additional Persons

1. If **you** die, **we** will insure **your** legal personal representatives but only in respect of liability incurred by **you**;
 2. At **your** request, **we** will also insure **your** Directors or **employees** in respect of liability arising in connection with **your business** provided that **you** would have been entitled to indemnity under the Section if the claim had been made against **you**;
 3. At **your** request **we** will also insure **your** principal in respect of liability arising out of the performance by **you** of any agreement entered into by **you** with the principal to the extent required by such agreement;
- provided that
1. each person shall as though he were **you** observe fulfil and be subject to the terms of this Policy insofar as they can apply;
 2. that **you** would have been entitled to indemnity under the Section if the claim had been made against **you**;
 3. where **we** are required to indemnify more than one party, the total amount of indemnity payable to all parties in respect of damages shall not exceed the limit of liability below.

Limit of Liability

The most **we** will pay under this Section for all damages payable to any claimant or number of claimants and **costs and expenses** incurred as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause is GBP5,000,000. This limit is also the maximum amount payable in any one **period of insurance**.

Exclusions

You are not insured under this Section for:

1. **injury** to any of **your** Directors or **employees**;
2. claims by any members of **your** family or those of any **your** Directors or any permanent residents of **your** home or those of **your** Directors;
3. **loss** of or **damage to property** belonging to **you** or which is leased let rented hired or lent to or which is the subject of a bailment to **you**;
4. any costs incurred in recalling or modifying any product supplied;
5. the costs of remedying any defect or alleged defect in land or premises sold or disposed of by **you** or for any reduction in value thereof;
6. the cost or value of any products supplied or replacement ,repair, removal, rectification or reinstatement thereof where legal liability arises from a defect in or the unsuitability of such products supplied;
7. the ownership possession or use by or on behalf of **you** of any craft (air or waterborne) or mechanically-propelled vehicles (including power assisted cycles) other than cover under 'Contingent Motor Liability' above;
8. lack of care or skill in the giving of professional or other advice or treatment for a fee in connection with **your business** (other than first aid treatment);
9. any action for damages brought in a Court of Law of any territory outside the **United Kingdom** in which **you** have a branch or subsidiary;
10. liability which attaches by virtue of any express warranty indemnity or guarantee given or entered into by **you** but which would not have attached in the absence of such warranty indemnity or guarantee;
11. the first GBP100 of each and every claim for **loss** or **damage to property**.

Terrorism

You are not insured under this Section in respect of any legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of **terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to **terrorism**

1. arising by, through, or in connection with:
 - 1.1 the provision of police, fire or security services of any kind;
 - 1.2 any public or private utility including telecommunications, electricity, gas, water, radio and television;
 - 1.3 public transport services whether rail, road, sea or air.
2. arising out of the ownership operation or occupation of or work in at or on:
 - 2.1 airports, airfields, ports, rail or underground stations, freight or passenger terminals.
 - 2.2 government military or local authority establishments;
 - 2.3 buildings of more than 20 floors in height including basements and underground car parks;
 - 2.4 facilities for the manufacture, processing, refining, distribution or storage of liquid or gaseous fuel oil petrochemicals, chemicals, explosives or ammunition;
 - 2.5 tunnels, bridges, viaducts, aqueducts, dams, river or sea defences;
 - 2.6 places of religious worship;
 - 2.7 sports stadiums, theatres or entertainment arenas or amusement parks.

Lent or Rented Premises Extension

Exclusion 2 of Section Seven, Public & Products Liability shall not apply to premises leased let rented hired or lent to **you** provided that the indemnity will not apply to legal liability in respect of:

- a) **loss** or **damage** under agreement unless liability would have attached to **you** in the absence of such agreement
- b) **loss** or **damage** to premises caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by or on behalf of **you**
- c) the first GBP 250 of each and every occurrence of loss or damage caused otherwise than by fire or explosion

Section eight: Personal accident – assault

If **you** or any **employee** of **yours** within the age limits 16 to 70 years shall suffer injury, caused solely or directly as a result of robbery or any attempt thereat in the course of **your business**, **we** will pay compensation on the basis of the following Table of Compensations:

Table of Compensations

Death	}	GBP25,000
Total loss or permanent and total loss of use of one or more limbs	occurring within 24 months of sustaining the injury	GBP25,000
Total and irrecoverable loss of all sight in one or both eyes	}	GBP25,000
For any period up to a maximum of 104 weeks of total disablement from engaging in usual occupation		GBP100 per week (payable monthly)

Notes

Tax may apply to some of these benefits. **You** may wish to consult the appropriate tax authorities.

Provided that

1. compensation will not be payable under more than one of the above items for the same **injury**;
2. **we** are not liable for injury arising from or influenced by any existing physical defect or infirmity or the medical condition of any person entitled to compensation hereunder or resulting from pregnancy or childbirth;
3. The benefits under this Section are not assignable. All payments under this section will be made to **you** and **your** receipt shall be a discharge to **us** unless **you** shall request that the payment be made direct to the **employee** when his/ her receipt shall be a discharge to us;
4. In connection with any claim, an insured person shall if required submit him/herself to medical examination at **our** expense and all medical reports certificates and other information required shall be furnished without expense to **us** and shall be in such form as **we** shall prescribe.

This insurance is extended to pay for **loss** or **damage** to cash carrying devices or clothing and personal effects belonging to **you** or any of **your employees** up to a limit of GBP500 in respect of any one person.

Disputes procedure

If **we** admit liability to **you** under the policy but any dispute or difference arises between **you** and **us** about the amount **we** should pay you, including a dispute or difference as to whether an item is **damaged** beyond economic repair, any such dispute or difference must be determined by the arbitration of a single arbitrator to be agreed between **you** and **us** or failing agreement within 14 days after **you** or **we** have given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President or Vice President of the Chartered Institute of Arbitrators. **You** may not take legal action against **us** over a dispute before the arbitrator has made an award.

Complaints procedure

We are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times. If **You** have any questions or concerns about the policy or the handling of a claim please contact **Your** broker through whom this policy was arranged.

If **You** wish to make a complaint **You** can do so at any time by referring the matter to:

Complaints Department

XL Catlin Services SE
20 Gracechurch Street
London
EC3V 0BG
United Kingdom

Telephone Number: +44 (0)20 7743 8487
Email: axaxlukcomplaints@axaxl.com

XL Catlin Services SE acts on **Our** behalf in the administration of complaints.

If **You** remain dissatisfied after the Complaints Department has considered **Your** complaint, or **You** have not received a final decision within eight (8) weeks, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower

London
E14 9SR

Email: complaint.info@financial-ombudsman.org.uk

Telephone Number: **From within the United Kingdom**
0800 0234 567 calls to this number are free on mobiles and landlines
0300 1239 123 calls to this number costs no more than calls to 01 and 02 numbers

From outside the United Kingdom
+44 (0)20 7964 0500
Fax Number: +44 (0)20 7964 1001
Text Number: 07860 027 586 Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small **businesses**. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk



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