

Motor Trade Select Plus

Section 1 – Material Damage

Cover (page 5)

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 the reasonable costs of effecting emergency repairs to the Property, following Damage which is the subject of indemnity under this Section.

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.

Property Insured (page 5)

- 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 (page 5)

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) (page 5)

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) (page 5)

Part 2 is deleted.

Special Conditions

Part 2 is deleted.

Part 5b is deleted.



Machinery Re-erection Costs (page 6)

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 (page 6)

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 (page 8)

Extension 1, Alterations and Additions, is deleted.

Extension 20 Removal of Debris (page 12)

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 (page 13)

Extension 25 Temporary Removal is re-stated:

This Section 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 £25,000
- b** property whilst at any exhibition
- c** Employee's tools
- d** Stock and All Other Property in Transit

Section 8 – Business Interruption

Cover

The Amount Payable (page 50)

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
- 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.

Automatic Reinstatement of Loss (page 51)

Automatic Reinstatement of Loss is re-stated:

In the event of any loss, You shall pay the appropriate extra premium from the date of such loss to the expiry of the Period of Insurance.

Extensions

Extension 2 Suppliers (page 52)

Extension 2 Suppliers is re-stated:

Loss as insured under Indemnity 1a of this Section 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.

Provided that Our liability under this Extension shall not exceed the following percentages of the Gross Profit:

- 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 £2,500,000 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 or the premises of any manufacturers supplying them with components or materials whom the motor vehicle manufacturer has contracts or contractual trading relationships 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 £2,500,000 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

We will not indemnify You in respect of Damage at any premises of suppliers of electricity, gas, water or telecommunications services.

3 Supply Undertakings

Extension 3 Supply Undertakings (page 52)

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 connecting cable, pipe or pylon to the terminal connecting point at The Premises 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 linked directly therewith)
 - iii** water (including works and pumping stations)
 - iv** telecommunications services (excluding intranet or extranet services)
 - v** other telecommunications services (including intranet or extranet services)

Provided that

- a** Our liability for any one claim shall not exceed £10,000,000 or the Gross Profit whichever is the lesser
- b** We shall not be liable for any loss
 - i** which does not involve a cessation of supply for at least six (6) consecutive hours in respect of paragraph B. above
 - ii** caused by or arising from or attributable to any overhead transmission and distributing line and their supporting structures, other than those within one (1) mile of The Premises.

4 Failure of Supply

Extension 4 Failure of Supply (page 53)

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** Our liability for any one claim shall not exceed £1,000,000 or the Gross Profit whichever is the lesser
- b** In respect of the supply of land based and other telecommunications services the maximum indemnity period shall not exceed 3 months
- c** We shall be liable for any loss
 - i** which does not involve a cessation of supply for at least six (6) consecutive hours in respect of the supply of electricity, gas or water services and for at least twelve (12) consecutive hours in respect of the supply of the land based and other telecommunications services
 - ii** resulting from the deliberate act of any supply undertaking or by the exercise by any such undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services not performed for the sole purpose of safeguarding life or protecting the supply undertaking's system
 - iii** resulting from failure caused by
 - strikes or any labour or trade dispute
 - drought
 - other atmospheric or weather conditions, but this shall not exclude failure due to damage caused by such conditions
 - iv** caused by or arising from or attributable to the failure of any overhead transmission and distributing lines and their supporting structures, other than those within one (1) mile of The Premises
 - v** resulting from the failure of telecommunications services via satellite
 - due to the failure of any satellite prior to its attaining its full operating function or whilst in or beyond the final year of its design life
 - in the event of temporary interference with transmissions to and from satellites due to atmospheric weather, solar or lunar conditions
 - resulting from the transfer of Your satellite facility to another party
 - vi** as insured under the Supply Undertakings Extension.

Extension 6 Customers (page 53)

Extension 6 Customers is re-stated:

Loss as Insured under Indemnity **1a** of this Section 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.

