

ERGO

To insure is to understand

Special Occasion Car Hirers Liability Policy Wording

Please read this insurance document carefully to make sure it meets Your needs.

Keep this insurance document in a safe place.

This insurance is effected by:
ERGO Versicherung AG, UK Branch

Important Helplines

Claims for all Sections

Your claims will be dealt with by **Davies Managed Systems Limited (DMS)**.

Your claims should be notified to DMS by telephone on 0844 856 2135 or alternatively by fax on 0844 856 2005

For full details of how to make a claim please refer to the **Claims Procedure** section.

SPECIAL OCCASION CAR HIRERS LIABILITY POLICY WORDING

GENERAL DEFINITIONS APPLICABLE TO THIS INSURANCE

PROPOSAL

Any proposal and/or declaration and any information in addition to or in substitution of such proposal or declaration supplied to the Underwriters by or on behalf of the Insured.

THE UNDERWRITERS

ERGO Versicherung AG, UK Branch

BUSINESS

The business specified in the Schedule

THE INSURED

The firm, company or individual named in the Schedule trading as a wedding, funeral and special occasion car hirer

THE INSURANCE

The entirety of the policy of insurance specified in the Schedule and/or contained in any and all endorsements or amendments forming part of the policy (whether or not such endorsements or amendments are agreed prior to the policy of insurance coming into force or at any time thereafter). All references to the terms of this Insurance shall be construed as references to the entire policy, including all terms, conditions, warranties, exclusions, sums insured, excesses, deductibles, limits, schedules, endorsements, amendments and any other written contractual provisions that form part of the policy.

THE SCHEDULE

The Schedule specifying the terms and extent of this Insurance

LIMIT OF INDEMNITY

The limit specified in the Schedule as applying to the relevant Section of this Insurance

THE PREMISES

The Address(es) specified in the Schedule.

EXCESS

The first part of each and every loss which the Insured must bear after the application of any condition of average.

PERIOD OF INSURANCE

the length of time for which this insurance is in force, as shown in the Schedule and for which the Insured has paid and the Underwriters have accepted a premium.

DAMAGE(D)

Save where expressly provided otherwise, loss, destruction or damage to the Property Insured

UNLAWFUL ASSOCIATION

Any organisation which is engaged in terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Terrorism Act 2000 or any similar legislation.

TERRORISM

An act of any person or groups of persons acting on behalf of, or in the name of, or in support of, or in connection with any organisation, association or affiliation of persons which carries out activities directed towards the overthrowing or influencing by force, destruction or violence or by the threat of force, destruction or violence, any government or political institution.

TERRITORIAL LIMITS

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

GENERAL EXCLUSIONS APPLICABLE TO THIS INSURANCE

Notwithstanding anything to the contrary, this Insurance does not cover:

1. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - c) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

2. Loss or destruction of or damage to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of
 - a) civil commotion;
 - b) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any Unlawful Association.

If the Underwriters allege that by reason of the provisions of this exclusion any loss destruction or damage is not covered by this Insurance the burden of proving the contrary shall be upon the Insured.

3. Loss, destruction or damage directly caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
4. Loss, destruction or damage attributable solely to the change in the water table level.
5. Loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever.

Nevertheless:

- a) if fire is not excluded from this Insurance and a fire arises directly or indirectly from seepage and/or pollution and/or contamination, any loss or damage otherwise insured under this Insurance arising directly from that fire shall (subject to all other terms of this Insurance) be covered.
- b) if Property Insured is the subject of direct physical loss or damage for which Underwriters have paid or agreed to pay then this Insurance (subject to all other terms of this Insurance) insures against direct physical loss or damage to the Property Insured hereunder caused by seepage and/or pollution and/or contamination resulting from the original physical loss or damage.

PROVIDED that neither paragraph (a) or (b) above shall include the costs of decontamination or removal of water, soil or any other contaminated substance...

It is a condition precedent to Underwriters liability under paragraph (b) above that the Insured shall give written notice to the Underwriters of intent to claim loss or damage under paragraph (b) **NO LATER THAN 12 MONTHS AFTER THE DATE OF THE ORIGINAL PHYSICAL LOSS OR DAMAGE.**

6. Expenses, fines, penalties or costs incurred or sustained by the Insured or imposed on the Insured which result from the order of any government agency, court or any other authority, in connection with any kind or description of environmental impairment including seepage or pollution or contamination from any cause.
7. Loss of or damage to:
 - a) money, cheques, stamps, bonds, credit cards or securities of any description;
 - b) precious stones, precious metals, bullion, furs, curiosities, works of art or rare books;
 - c) goods held in trust or on commission, documents, manuscripts, business books, computer systems records, explosives unless specifically provided for in this Insurance.
8. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. Including loss, damage, cost or expense of whatsoever nature directly or indirectly caused, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

If Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Insurance the burden of proving the contrary shall be upon the Insured.

In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

GENERAL CONDITIONS APPLICABLE TO THIS INSURANCE

1. IDENTIFICATION

Unless otherwise stated or required by the context any word or expression to which a specific meaning has been attached in any part of this Insurance shall bear the same meaning wherever it may appear.

2. MISREPRESENTATION

This Insurance is VOIDABLE in the event of misrepresentation or non-disclosure of any material particular.

3. ALTERATIONS

If after the commencement of this Insurance there is any material alteration to the risks insured by this Insurance which is subject in any respect to the power or control of the Insured (whether directly or indirectly), Underwriters shall not be liable for any claim under this Insurance that arises out of, relates to, results from or is connected with any such materially altered risk unless the Underwriters have been notified of such alteration and have agreed in writing to accept liability for the materially altered risk subject to such terms as they see fit.

In respect of any other material alteration to the risks insured the Insured shall notify the Underwriters immediately, and pay an additional premium if required.

4. ENDORSEMENTS

Every endorsement shall from the time that the endorsement attaches apply and continue to be in force during the whole currency of this Insurance and non-compliance with any such endorsement whether it increases the risk or not shall be a bar to any claim.

5. CANCELLATION

This Insurance may be cancelled at any time at the request of the Insured in writing to the Intermediary who effected the Insurance, and the premium hereon shall be adjusted on the basis of the Underwriters receiving or retaining the premium calculated at the Underwriters then current rates for short term insurance. This certificate may also be cancelled by or on behalf of the Underwriters by 14 days notice given in writing to the Insured at his last known address, and the premium hereon shall be adjusted on the basis of the Underwriters receiving or retaining pro rata premium. Notice shall be deemed to be duly received in the course of the post if sent by pre paid letter-post properly addressed.

6. REASONABLE CARE

The Insured shall: -

- a) take all reasonable precautions for the safety of the Property Insured;
- b) take all reasonable precautions to prevent loss, destruction, damage, accident or injury;
- c) comply with all statutory requirements and other safety regulations imposed by any authority;
- d) take all precautions to minimise the costs of claims or legal proceedings.

7. ARBITRATION

If any difference should arise as the amount to be paid under this Insurance (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions governing arbitration. Where any difference is by this condition to be referred to arbitration the making of an award shall be a **condition precedent to any right of action against the Underwriters**.

8. CLAIMS CONDITIONS

Save to the extent that it is expressly provided to the contrary in each of the Sections the Insured shall comply with the following:-

- a) On the happening of any loss, destruction, damage, accident or injury which may give rise to a claim the Insured shall give immediate notice thereof in writing to the Underwriters.
- b) **It is a condition precedent to liability** under the Insurance that:
 - i) the Insured shall within 30 days after any loss, destruction, damage, accident or injury (7 days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances), or such further time as the Underwriters may in writing expressly allow, at the expense of the Insured deliver to the Underwriters a claim in writing containing as particular an account as may be reasonably practicable of the accident, injury or any articles or portions of property lost, destroyed or damaged and of the amount of damage thereto, together with details of all other insurances on the Property Insured or in respect of any other risks hereby insured; and
 - ii) the Insured shall give to the Underwriters all such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith.
- c) The Insured shall send to the Underwriters immediately on receipt any writ, summons or other legal process issued or commenced against the Insured.
- d) The Insured shall not negotiate, pay, settle, admit or repudiate any claim without the written consent of the Underwriters.
- e) If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Insurance shall become void and all claims(s) hereunder shall be forfeited.

9. SUBROGATION

Any claimant under this Insurance shall at the request and at the expense of the Underwriters do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Underwriters, for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties, to which the Underwriters shall be or would become entitled or subrogated upon them paying for or making good any loss, destruction or damage, accident or injury under this Insurance whether such acts and things shall be or become necessary or required before or after indemnification by the Underwriters.

10. DISCHARGE OF LIABILITY

The Underwriters may at any time pay the Limit of Indemnity or the Sum Insured (after the deduction of any sum already paid) or any lesser amount for which a claim can be settled and shall be under no further liability except for payment of costs or expenses incurred prior to the date of payment.

11. CONTRIBUTION

If in respect of any loss, destruction or damage, legal costs and expenses or liability covered by this Insurance there shall be in existence any other insurance of any nature providing indemnity to the Insured for such loss, destruction or damage, legal costs and expenses or liability whether effected by the Insured or not then the liability of the Underwriters shall be limited to their rateable proportion thereof, except as stated herein to the contrary. If any such other Insurance shall be subject to any condition of average this Insurance, if not already subject to any condition of average, shall be subject to average in like manner. If any other insurance effected by or on behalf of the Insured is expressed to cover any of the Property Insured but is subject to any provision whereby it is excluded from ranking concurrently with this Insurance, either in whole or in part, or from contributing rateably to the loss or destruction or damage, the liability of the Underwriters hereunder shall be limited to such proportion of the loss or destruction or damage as the sum hereby insured bears to the value of the Property Insured.

12. RIGHTS OF THE UNDERWRITERS

On the happening of any loss, destruction or damage in respect of which a claim is or may be made under this Insurance, the Underwriters and every person authorised by the Underwriters may without thereby incurring any liability and without diminishing the right of the Underwriters to rely upon any term of this Insurance enter, take or keep possession of the building or premises where the loss, destruction or damage has happened and may take possession of or require to be delivered to them any of the Property Insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner. This condition shall be evidence of the leave and licence of the Insured to the Underwriters so to do. It is a **condition precedent to liability** under this Insurance that the Insured shall comply immediately with the requirements of the Underwriters under this condition. The Insured shall not in any case be entitled to abandon any property to Underwriters whether taken possession of by Underwriters or not.

13. LAW APPLICABLE TO CONTRACT

It is a **condition precedent to liability** under this Insurance that in the event of a dispute relating to the validity or avoidance of this Insurance or to the interpretation of any of its terms or to the recoverability of any sums pursuant to this Insurance, such dispute shall be interpreted according to English law and courts of England and Wales only shall have jurisdiction. The premium for this insurance has been calculated accordingly and no consideration has been paid in respect of sums payable as a result of interpretation outside the jurisdiction of such courts.

SECTION 1 EMPLOYERS' LIABILITY

DEFINITIONS APPLICABLE TO SECTION 1

INSURED

- a) The first named party in the Schedule
- b) Any Subsidiary Company of the first named party which is named in the Schedule operating in or from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- c) At the written request of the Insured and with written agreement of the Underwriters
 - i) any director or Employee of the Insured while acting on behalf of or in the course of his employment or engagement by the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Insurance if the claim against any such person had been made against the Insured
 - ii) any officer member or Employee of the Insured's social sports or welfare organisation or fire first aid or ambulance service in his respective capacity as such
 - iii) any director partner or senior official of the Insured in respect of private work carried out by any Employee of the Insured for any such person with the consent of the Insured
- d) In the event of the death of the Insured the personal representatives of the Insured in respect of liability incurred by the Insured provided that such person shall as though he were the Insured observe fulfil and be subject to the terms of this Insurance as far as they can in law apply

BUSINESS shall mean the description shown in the Schedule and

- a) The ownership repair and maintenance of the Insured's own property
- b) The provision and management of canteen social sports and welfare organisations for the Insured's Employees
- c) The provision and management of first aid fire and ambulance services
- d) Private work carried out with the written consent of the Insured for any director partner or senior official of the Insured by an Employee of the Insured and no other for the purposes of this Insurance

BODILY INJURY

Death bodily injury illness a or disease false imprisonment or false eviction) mental injury mental anguish or nervous shock but not defamation

EMPLOYEE

- a) Any person under a contract of service or apprenticeship with the Insured
- b) Any labour master or labour only sub-contractor or person supplied by any of them
- c) Any self-employed person providing labour only
- d) Any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Insured
- e) Any person participating in any Government or otherwise authorised work experience training study exchange or similar scheme, in all cases whilst working for the Insured in connection with the Business

LIMIT OF INDEMNITY

The liability of the Underwriters for all damages payable by the Insured under this Section to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of one occurrence shall not exceed the amount specified in the Schedule inclusive of all costs and expenses except arising from the following causes where the most the Underwriters will pay is £5,000,000 for any one claim against the Insured or series of claims against the Insured arising out of such cause:

- a) Radioactive Contamination and Nuclear Assemblies
- b) War
- c) Terrorism
- d) Asbestos

The amount shall be inclusive of:

- i) All legal costs and other expenses incurred by any claimant or claimants.
- ii) All legal costs and other expenses incurred in defending any claim or claims.

Where the Underwriters agree to indemnify more than one party then nothing in this policy shall increase the Underwriters liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above and in the Schedule

COVER THE INDEMNITY PROVIDED

The Assureds legal liability for bodily injury sustained by any employee which arises out of and in the course of his employment by the Insured in connection with the Assureds business.

The Underwriters will pay:

- * All sums the Insured becomes legally liable to pay for any claim for damages settled or defended with the Underwriters consent
- * Claimants costs and expenses
- * All costs and expenses the Insured incurs with the Underwriters consent in defending any claim for damages

RIGHTS OF RECOVERY

Notwithstanding any terms to the contrary, the indemnity granted by this Insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey, the Island of Alderney, and offshore installations in territorial waters around Great Britain and its Continental Shelf, BUT the Insured shall repay to the Underwriters all sums paid by the Underwriters which the Underwriters would not have been liable to pay under the full terms of this Insurance (except for this clause) but for the provisions of such law

EXCLUSIONS

The Underwriters shall not indemnify the Insured under this Sub-Section against liability

- a) For Bodily Injury sustained by any Employee of the Insured whilst
 - i) carried in or upon or entering or getting on to or alighting from any vehicle caused by, or arising out of, the use by the Insured of a vehicle on a road, road, use and vehicle having the same meanings as in Part VI of the Road Traffic Act 1988 or any replacement road traffic legislation
 - ii) offshore
- b) Arising out of Terrorism except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-Limit of Indemnity of £5,000,000 shall apply.

SECTION 2 PUBLIC LIABILITY

DEFINITIONS APPLICABLE TO SECTION 2

INSURED

- a) The first named party in the Schedule
- b) Any Subsidiary Company of the first named party which is named in the Schedule operating in or from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- c) At the written request of the Insured and with written agreement of the Underwriters
 - i) any director or Employee of the Insured while acting on behalf of or in the course of his employment or engagement by the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Insurance if the claim against any such person had been made against the Insured
 - ii) any officer member or Employee of the Insured's social sports or welfare organisation or fire first aid or ambulance service in his respective capacity as such
 - iii) any director partner or senior official of the Insured in respect of private work carried out by any Employee of the Insured for any such person with the consent of the Insured
- d) In the event of the death of the Insured the personal representatives of the Insured in respect of liability incurred by the Insured provided that such person shall as though he were the Insured observe fulfil and be subject to the terms of this Insurance as far as they can in law apply

BUSINESS shall mean the description shown in the Schedule and

- a) The ownership repair and maintenance of the Insured's own property
- b) The provision and management of canteen social sports and welfare organisations for the Insured's Employees
- c) The provision and management of first aid fire and ambulance services
- d) Private work carried out with the written consent of the Insured for any director partner or senior official of the Insured by an Employee of the Insured and no other for the purposes of this Insurance

BODILY INJURY CHANGE

Death bodily injury illness a or disease false imprisonment or false eviction mental injury mental anguish or nervous shock but not defamation

LIMIT OF INDEMNITY

The liability of the Underwriters for all damages payable by the Insured under this Section to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of one occurrence shall not exceed the amount specified in the Schedule inclusive of all costs and expenses

COVER - THE INDEMNITY PROVIDED

The Insureds legal liability for:

- * Accidental bodily injury to any person
- * Accidental loss of or damage to material property of any person

The Underwriters will pay:

- * All sums the Insured becomes legally liable to pay for any claim for damages settled or defended with the Underwriters consent
- * Claimants costs and expenses
- * All costs and expenses the Insured incurs with the Underwriters consent in defending any claim for damages.

happening anywhere within the Geographical Limits during the Period of Insurance

Extensions

1. If the Insured so requests the Underwriters will indemnify the following parties
 - a) Any officer or committee member or other member of the Insureds canteen social sports or welfare organisations or ambulance first aid or fire services against liability incurred in such capacity
 - b) Any partner director or Employee of the Insured against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this policy if the claim had been made against the Insured.As though each such party was individually named as the Insured in this policy.

2. Indemnity to Principal

The Underwriters will subject otherwise to the terms EXCLUSIONS conditions and endorsements of this Insurance indemnify the Insured under Option 1 against liability in respect of Bodily Injury or loss of or damage to Property as follows:-

To the extent that any contract or agreement entered into by the Insured with any principal so requires the Underwriters will

- a) Indemnify the Insured against liability assumed by the Insured
- b) Indemnify the principal in like manner to the Insured in respect of the liability of the principal arising out of the performance by the Insured of such contract or agreement provided that
 - i) the conduct and control of claims is vested in the Underwriters
 - ii) the principal shall observe fulfil and be subject to the terms conditions and endorsements of this Insurance so far as they can apply
 - iii) the indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause

- iv) the indemnity granted under Section 1 shall only apply in respect of liability to any person who is an Employee of the Insured

Where any indemnity is provided to any principal the Underwriters will treat each principal and the Insured as though a separate insurance had been issued to each of them provided that nothing in this clause shall increase the liability of the Underwriters to pay any amount in respect of any one claim or during any one Period of Insurance in excess of the amount stated in the Limits of Indemnity.

GEOGRAPHICAL LIMITS

- a) Great Britain Northern Ireland the Channel Islands or the Isle of Man or in connection with offshore installations within the Continental Shelf around those countries
- b) Elsewhere in the World arising out of temporary visits by employees.
 - i) ordinarily resident in any of the aforesaid countries
 - ii) engaged in non-manual work

EXCLUSIONS APPLICABLE TO SECTION 2

1. No indemnity shall be given for loss of or damage to Property belonging to the Insured or in the custody or control of the Insured or of any Employee of the Insured other than
 - a) Employees' or Visitors' Property
 - b) Any premises including contents not being premises leased or rented to the Insured which are temporarily occupied by the Insured for the purpose of carrying out work in or to such premises
2. Notwithstanding the Indemnity provided under this insurance no Indemnity will be given arising from the ownership possession or use under the control of the Insured or of any Employee of the Insured in respect of Bodily Injury or loss of or damage to Property carried in or upon or entering or getting on to or alighting from any vehicle where compulsory insurance or security is required by any road traffic legislation and the Insured is not entitled to indemnity under any other policy of indemnity or insurance
3. Any offshore activity
4. No indemnity shall be provided from liability caused or arising out of the ownership or use of any aircraft or other aerial devices hovercraft or watercraft (other than watercraft or sailing craft not exceeding six metres in length)
5. The Underwriters shall not indemnify the Insured in respect of any liability caused by any Goods after they have ceased to be in the custody or control of the Insured other than food or drink supplied primarily for the use of Employees or for entertainment purposes.
6. No indemnity shall be provided for liability arising from professional advice given by the Insured for a fee or in circumstances where a fee would normally be charged.
7. Loss of or damage to any goods or other property sold supplied delivered installed or erected by the Insured
8. No indemnity shall be given in respect of any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or part) unless the Insured has requested that there shall be no such limitation and has accepted the terms offered by Underwriters in granting such cover which offer and acceptance must be signified by specific endorsement to the Insurance.
9. The Underwriters shall not indemnify the Insured under this Insurance against any liability, which is assumed by the Insured by agreement (other than liability arising out of a condition of endorsement of goods implied by law) unless such liability would have attached in the absence of such agreement
10. The Underwriters shall not indemnify the Insured under this Insurance against liability for
 - (a) Punitive or exemplary damages
 - (b) Multiplied damages
11. The Underwriters shall not indemnify the Insured against liability directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere but this exception shall not apply in respect of pollution or contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Period of Insurance.
12. The Underwriters shall not indemnify the Insured under Sub-Sections 2 or 3 against liability for damages, direct or consequential, on account of Bodily Injury, or loss or damage to Property:
 - a) Arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - b) Associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens.Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.
13. The Underwriters shall not indemnify the Insured under this Section in respect of injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
14. Tour Operators Liability Exclusion - Underwriters shall not be liable in respect of injury loss or damage assumed under the EC Directive 90/314 (Article 5), the UK Package Travel Regulations 1992 or any other subsequent amendments.
15. The Underwriters shall not indemnify the Insured against liability arising from servicing and repair of vehicles involving safety critical parts defined as brakes, steering, suspension, wheels, tyres and any part of the vehicle which involves structural integrity is unless emergency roadside repairs are required to enable the vehicle and passengers to be moved to a safe place.

CLAIMS PROCEDURE

To make a claim under this Policy please telephone the appropriate number listed on the Important Helplines Section of this Policy.

Your claims will be dealt with by:

Davies Managed Systems Limited of 2nd Floor, East Court, Riverside Park, Stoke-On-Trent, Staffordshire, ST4 4DA.

1) Your Obligations

On learning of any circumstances likely to give rise to a claim or on receiving verbal or written notice of any claim You must:

- a) tell the Insurer as soon as reasonably possible and give the Insurer all the assistance they may reasonably require;
- b) tell the Police as soon as reasonably possible if the Damage is due to any actual or suspected criminal act;
- c) send to the Insurer immediately any intimation of a claim from a third party, writ, summons or other legal proceedings issued against You;
- d) supply, at Your own expense, full details of the claim in writing within the following periods:
 - i) 7 days for Damage by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, theft or political disturbances or vandals or malicious people;
 - ii) 30 days after the expiry of the Indemnity Period under Section 2 Business Interruption; and
 - iii) 30 days after any other Damage, interruption or Bodily Injury;
- e) provide all the help and assistance and co-operation required by the Insurer in connection with any claim to include supplying, as soon as reasonably practicable, any supporting evidence and information that they require;
- f) take action following circumstances likely to give rise to a claim to:
 - i) minimise the Damage;
 - ii) prevent further Injury or Damage; and
 - iii) avoid interruption with the Business.

2) Negotiations

You must not admit, deny, negotiate or settle any claim without the Insurers written consent.

The Insurer will not pay any claim if their position is prejudiced for any reason as a result of Your failure to comply with 1) or 2) above.

3) The Insurers rights

- a) The Insurer has the right to take over the defence or settlement of a claim against You by another person.
- b) The Insurer has the right to the salvage of any Property Insured.
- c) The Insurer has the right to enter the building where the Damage has happened, and to take and keep any of the Property Insured, and to deal with salvage in a reasonable manner.

4) Fraud

If any:

- a) claim made under this Policy by You or anyone acting on Your behalf is fraudulent or intentionally exaggerated in any way;
- b) false declaration or statement is made;
- c) fraudulent device is used to support the claim;
- d) loss, Injury, destruction or Damage is caused by Your wilful act or with Your connivance;

then:

- i) all benefit under this Policy shall be forfeited;
- ii) the Insurer shall have no obligation to indemnify in respect of any other claim made under this Policy whether such claim is made before or after the fraudulent claim;
- iii) the Insurer shall have the right to recover any monies paid to You under this Policy during the Period of Insurance whether or not such payment was made before or after the fraudulent claim.

COMPLAINTS PROCEDURE

If You have any questions or concerns about Your Policy or the handling of a claim You should, in the first instance, contact the Insurance Broker who arranged this Policy for You.

Please quote Your Policy number in all correspondence so that Your concerns may be dealt with speedily.

If Your Insurance Broker is unable to resolve the complaint to Your satisfaction by close of business the following day and Your complaint relates to a claim then You should contact:

The Complaints Manager
ERGO Versicherung AG, UK Branch
4th Floor,
35 Newhall Street,
Birmingham,
B3 3PU
Phone 0121 200 5822
Fax 0121 236 2889

If Your Insurance Broker or ERGO Versicherung AG, UK Branch remain unable to resolve the complaint to Your satisfaction then You may also have the right to refer Your complaint to:

The Financial Ombudsman Service
South Quay Plaza,
183 Marsh Wall,
London,
E14 9SR
Phone 08000 234 567

Further information is available from them and on www.financial-ombudsman.org.uk

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Financial Services Register

The Financial Services Register can be checked by visiting the Financial Conduct Authority website on www.fca.org.uk or by calling 0800 111 6768

Financial Services Compensation Scheme (FSCS)

ERGO Versicherung AG, UK Branch is covered by the FSCS. This means that You may be entitled to compensation from the scheme in the unlikely event that ERGO Versicherung AG, UK Branch cannot meet its obligations. Further details can be obtained from FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or www.fscs.org.uk

This insurance is effected by ERGO Versicherung AG, UK Branch.

Registered in England and Wales.

Registered No: BR016401. Registered Office: 55 King William Street, London, EC4R 9AD