

Motor Fleet Policy

POLICY NUMBER:

SAMPLE ONLY

Motor Insurance Notice

Your policy details will be added to the Motor Insurance Database (MID) run by the Motor Insurers Information Centre (MIIC). This may be consulted by the police in order to establish who is insured to drive the vehicle. If you are involved in an accident other insurers, the Motor Insurer's Bureau and MIIC may search the MID to ascertain relevant policy details.

Persons with a valid claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

You can find out more about this from your insurer or at www.miic.org.uk

SAMPLE ONLY

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Motor Fleet Policy

Chartis Insurance UK Limited

Chartis Building
58 Fenchurch Street
London EC3M 4AB

The proposal, certificate of motor insurance, any endorsement and Schedule are to read together as one contract

SCHEDULE

THIS SCHEDULE REPLACES ANY PREVIOUS SCHEDULE

Policy Number:

Issuing Office:

Insured:

Business:

As logged with the company

Description of *Insured Vehicle*:

Any motor vehicle the property of the policyholder or in their care custody or control

Sections Applicable:

LIMITS

(a) Own Loss or Damage:

(i) Actual market value in respect of any one *Insured Vehicle*

(ii) GBP 1,000,000 in respect of any one occurrence

(b) Third Party Bodily Injury:

Unlimited any one occurrence

(c) Third Party Property Damage caused by:

(i) *Private Car*:

GBP 20,000,000 any one occurrence

(ii) *Commercial Vehicle*:

GBP 10,000,000 any one occurrence

(iii) carriage of *Hazardous Goods*:

GBP 1,000,000 any one occurrence

EXCESS

- (a) **Accidental Damage, Fire and Theft:** GBP any one occurrence
- (b) **Windscreen:** GBP any one occurrence
- (c) **Young or Inexperienced Drivers:** N/A

Policy Period:

Inception Date
Expiry Date
both days inclusive

Renewal Date:

Premium: GBP
Insurance Premium Tax: GBP
Total Premium: GBP

Signed for and on behalf of the *Insurer*

Date:

Chartis Insurance UK Limited

This insurance is underwritten by Chartis Insurance UK Limited which is authorised and regulated by the Financial Services Authority (FSA number 202628). Chartis Insurance UK Limited is a member of the Association of British Insurers. Registered in England: company number 1486260. Registered address: The Chartis Building, 58 Fenchurch Street, London, EC3M4AB.

Motor Fleet Policy

Agreement to Contract

In consideration of the payment of premium the **Insurer** and the **Insured** agree as follows:

Policy Cover

In the event of an accident, injury, loss or damage occurring within the **Geographical Limits** during the **Policy Period** or during any subsequent period for which the **Insurer** may accept renewal payment for this **Policy** the **Insurer** will indemnify the **Insured** for such accident, injury, loss or damage as described in the following applicable Sections.

Section 1 Definitions

1.1 *Accessories*

additional or supplementary parts of the ***Insured Vehicle*** which are not directly related to its function as a vehicle located on or in the ***Insured Vehicle*** including but not limited to:

- (i) navigation, audio and visual equipment fitted to the ***Insured Vehicle***;
- (ii) telephones permanently fitted to the ***Insured Vehicle***;
- (iii) the ***Insured Vehicle's*** tool kit, first aid kit and other manufacturer's equipment supplied with the ***Insured Vehicle***;
- (iv) wagon sheet ropes and tarpaulins.

1.2 *Business*

as stated in the Schedule.

1.3 *Commercial Vehicle*

any ***Insured Vehicle*** other than a ***Private Car***.

1.4 *Geographical Limits*

- (i) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
- (ii) any other member country of the European Union;
- (iii) Croatia, Norway, Switzerland, Liechtenstein and Iceland;
- (iv) any other country which the ***Insurer*** agrees to provide insurance for under this ***Policy*** for a specific period following a request by the ***Insured***; or
- (v) in the course of transit (including loading and unloading) between those countries listed in 1.4 (i) to (iv) provided that the duration under normal conditions is not greater than 65 hours.

1.5 *Hazardous Goods*

means those detailed in the following regulations:

- (i) The Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1992;
- (ii) The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2004; and
- (iii) The 'Approved List of Dangerous Substances' published by the Health and Safety Executive,

or any re-enactment or replacement of such regulations and any other legislation of similar intent (including subsequent legislation) if applicable.

1.6 *Insured*

the person or party named in the Schedule.

1.7 **Insurer**

Chartis Insurance UK Limited.

1.8 **Insured Vehicle**

any motor vehicle mentioned by description or registration mark in the Schedule.

1.9 **Policy**

this agreement and any endorsements issued for this Policy.

1.10 **Policy Period**

the period from the inception date to the expiry date stated in the Schedule.

1.11 **Private Car**

any private passenger vehicle with less than eight passenger seats.

1.12 **Special Type**

any motor vehicle constructed to operate primarily as a tool of trade and not designed for the carriage of goods or passengers.

1.13 **Trailer**

any trailer or agricultural or forestry implement or machine which is properly constructed to be towed by a motor vehicle.

Section 2 Loss or Damage to *Insured Vehicle*

- 2.1 (i) the **Insurer** will indemnify the **Insured** against loss or damage to any **Insured Vehicle** (and its **Accessories** and spare parts) caused by:
- (a) accidental means including malicious damage by any person; or
 - (b) fire; or
 - (c) theft or attempted theft;
- (ii) the **Insurer** may repair or replace such **Insured Vehicle**, any part or its **Accessories** or spare parts or may pay the amount of loss or damage;
- (iii) if such **Insured Vehicle** is the subject of a hire purchase agreement payment shall be made to the owner described in such agreement and whose receipt shall be a full and final discharge of the **Insurer's** liability in respect of such loss or damage;
- (iv) in respect of any one event the actual market value of such **Insured Vehicle** shall be the maximum amount payable by the **Insurer** in respect of any claim for loss or damage to such **Insured Vehicle** subject to the Limit (a) (ii) as stated in the Schedule.

2.2 Recovery and Redelivery

If the **Insured Vehicle** is disabled by loss or damage the **Insurer** will bear the reasonable cost of protection and removal to the nearest competent repairers. The **Insurer** will pay the reasonable cost of delivery to the **Insured** of the repaired **Insured Vehicle** in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

2.3 Replacement with New Vehicle

(i) If within 12 months of any **Insured Vehicle** first being registered as new which is owned by the **Insured** or leased to the **Insured** under a hire purchase, leasing or contract hire agreement such **Insured Vehicle** is:

(a) lost or stolen and not recovered within 28 days; or

(b) damaged to the extent that the repair costs exceed 50% of the manufacturer's recommended retail price of the **Insured Vehicle** at the time of such damage,

the **Insurer** will instead of making monetary payment and with the **Insured's** and any other interested party's consent replace such **Insured Vehicle** with a new vehicle of the same manufacture and model, subject to availability, and the **Insurer** shall be entitled to possession and ownership of the lost, stolen or damaged **Insured Vehicle**.

(ii) For **Commercial Vehicles** and **Special Types** the **Insurer's** total liability will be a maximum of GBP 5,000 above the **Insured Vehicle's** market value immediately prior to such loss or damage.

2.4 Excess Clause

The **Insurer** shall not be liable for the excess stated in the Schedule.

2.5 Young or Inexperienced Drivers Excess

If loss or damage occurs to the **Insured Vehicle** whilst driven by or in the care, custody or control of any person:

(i) under 25 years of age; or

(ii) with less than 12 months driving experience; or

(iii) who holds a provisional licence,

the **Insurer** will impose the additional excess stated in the Schedule.

2.6 EXCLUSIONS TO SECTION 2

The **Insurer** shall not be liable for:

(i) loss of use, depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakages; or

(ii) damage to tyres unless as a direct result of an accident for which cover is provided under this Section 2; or

(iii) any reduction in market value following repair; or

(iv) loss of **Insured Vehicle** where possession is obtained by misrepresentation or deception; or

- (v) loss of **Insured Vehicle** due to theft whilst such **Insured Vehicle** is unattended and the ignition key is inside such **Insured Vehicle**; or
- (vi) **Accessories** over GBP 5,000 (subject to the excess stated in the Schedule) which are not the manufacturers standard equipment fitted at first registration; or
- (vii) loss or damage to an **Insured Vehicle** whilst being used for racing, competitions, trials or rallies (other than road safety rallies and treasure hunts).

Section 3 Liability To Third Parties

3.1 Indemnity to the **Insured**

- (i) the **Insurer** will indemnify the **Insured** against its liability at law for damages in respect of:
 - (a) accidental death of or bodily injury to any person; or
 - (b) accidental damage to property which is not the **Insured's** property,
 caused by or in connection with the use of any **Insured Vehicle**.
- (ii) in respect of any event covered by 3.1(i) and with the **Insurer's** prior written consent the **Insurer** will pay:
 - (a) solicitor's fees incurred for representation at any coroner's inquest or fatal inquiry in respect of any death;
 - (b) solicitor's fees incurred for defending any proceedings in a court of summary jurisdiction for any act caused or related to an event which may be the subject of indemnity under 3.1(i);
 - (c) legal fees incurred in defending a charge of manslaughter or causing death by dangerous driving; and
 - (d) all other reasonable costs and expenses incurred with the **Insurer's** prior written consent;
- (iii) the **Insurer** will indemnify the **Insured** if any vehicle which is not owned by the **Insured** is being used in connection with the **Insured's Business**, however the **Insurer** will not be liable:
 - (a) if there is any other insurance covering the same liability; or
 - (b) for loss or damage to such vehicle.

3.2 Indemnity to others

The **Insurer** will indemnify:

- (i) any person permitted to drive the **Insured Vehicle** by the **Insured**;

- (ii) at the **Insured's** request any passenger travelling in, entering or leaving the **Insured Vehicle**;
- (iii) the personal representatives of any person entitled to indemnity under 3.1(i) in the event of such person's death;
- (iv) the **Insured** in respect of unauthorised use of an **Insured Vehicle**;
- (v) the owner of any motor vehicle loaned or hired to the **Insured**;
- (vi) any person with whom the **Insured** has entered into a contract (the principal) provided that:
 - (a) the **Insured** has arranged with the principal for the conduct of all claims to be vested in the **Insurer**;
 - (b) the **Insurer** will not be liable in respect of death, bodily injury or damage arising from the negligence of anyone other than the **Insured**, the employees of the **Insured** or anyone acting on behalf of the **Insured**;
 - (c) the principal is not entitled to indemnity under any other insurance; and
 - (d) the principal observes and is bound by the terms of this **Policy**.

3.3 Limit of Liability

The **Insurer's** liability in respect of loss or damage to third party property is limited to the amount stated in the Schedule.

3.4 Cross Liability

If the **Insured** is more than one party, the cover provided by 3.1 (i) shall apply as if separate policies had been issued to each party but the **Insurer's** total liability for all claims shall not exceed in the aggregate the limit of indemnity stated in this **Policy**.

3.5 Emergency Treatment

The **Insurer** will indemnify any person using the **Insured Vehicle** for liability under road traffic legislation for emergency treatment fees arising out of an accident in connection with the **Insured Vehicle**.

3.6 Unauthorised Movement of Third Party Vehicle

The **Insurer** will indemnify the **Insured** under this Section 3 in respect of unauthorised movement of any vehicle which is not the **Insured's** property by the **Insured's** employee during the course of the **Insured's Business** to allow safe passage of the **Insured Vehicle**.

3.7 EXCLUSIONS TO SECTION 3

The **Insurer** shall not be liable:

- (i) unless the driver has a valid licence to drive the **Insured Vehicle** and is not disqualified from holding such licence unless the **Insured Vehicle** is being driven under circumstances where a licence is not required by law;

- (ii) in respect of death or bodily injury to the driver or person in charge for the purpose of driving the ***Insured Vehicle***;
- (iii) for loss or damage to property belonging to or in the care, custody and control of the ***Insured*** or the driver of the ***Insured Vehicle***;
- (iv) for death or bodily injury to any person arising out of or in the course of their employment by the ***Insured*** except as is necessary to meet the requirements of any road traffic legislation
- (v) for liability arising from the loading or unloading beyond the limits of any carriageway or thoroughfare by any person other than the driver or attendant of the ***Insured Vehicle***;
- (vi) for damage to property being conveyed by the ***Insured Vehicle***;
- (vii) for death, injury, loss or damage directly or indirectly caused by the wrongful collection or delivery of the ***Insured Vehicle's*** load;
- (viii) for liability arising out of the operation as a tool of trade or attached plant except as is necessary to meet the requirements of any road traffic legislation.

Section 4 Medical Expenses

If any occupant of the ***Insured Vehicle*** sustains bodily injury caused by accidental and external means directly in connection with the ***Insured Vehicle*** the ***Insurer*** will pay to the ***Insured*** medical expenses up to a maximum limit of GBP 500 in respect of each person injured.

Section 5 Clothing and Personal Effects

- 5.1 If personal clothing or effects are lost or damaged by fire, theft, attempted theft or accident while in or on the ***Insured Vehicle*** the ***Insurer*** will indemnify the ***Insured*** or if the ***Insured*** so wishes the owner of the property provided that:
- (i) the ***Insurer's*** total liability is limited to GBP 500 in respect of any one occurrence; and
 - (ii) receipt of the owner of the property shall be a full discharge of the ***Insurer's*** liability.

5.2 EXCLUSIONS TO SECTION 5

The ***Insurer*** shall not be liable for loss or damage to:

- (i) money, stamps, tickets, documents or securities; or
- (ii) goods or samples carried in connection with any trade or business; or

- (iii) tools or equipment being carried in connection with any trade or business.

Section 6 Windscreen Breakage

The **Insurer** will indemnify the **Insured** for breakage of glass in the windscreen or window or any scratching of an **Insured Vehicle's** bodywork resulting solely and directly from such breakage, subject to the excess stated in the Schedule.

Section 7 Customs Duty

Provided that liability arises directly from the loss or damage insured by this **Policy** and that the **Insured Vehicle** is insured for comprehensive cover the **Insurer** will indemnify the **Insured** against liability for the enforced payment of customs duty.

Section 8 Trailers

- 8.1 A **Trailer** shall be insured under this **Policy** as though it were an **Insured Vehicle** if:
- (i) it is attached or connected to an **Insured Vehicle**;
 - (ii) details of the **Trailer** have been given to the **Insurer**;
 - (iii) details of the **Trailer** have not been given to the **Insurer** and the **Trailer**:
 - (a) is attached or connected to an **Insured Vehicle**; or
 - (b) has been attached or connected to an **Insured Vehicle** and whilst away from the **Insured's** premises the **Trailer** is temporarily detached or disconnected from, but remains in the vicinity of, an **Insured Vehicle**.
- 8.2 **Contingent Liability Cover for Trailers**
- The **Insurer** will indemnify the **Insured** under Section 3.1 in respect of any Trailer which is hired under a hire purchase agreement or leased under a vehicle leasing agreement to the **Insured** whilst it is not in the custody or control of the **Insured** provided that if at the time of any accident giving rise to a claim under this **Policy** there is any other existing insurance covering the same liability in place the **Insurer** shall not be liable to make any payment under this **Policy**.
- 8.3 **EXCLUSIONS TO SECTION 8**
- The **Insurer** shall not be liable:
- (i) under 8.1(iii)(b) for **Trailers** with plant permanently attached while the **Trailer** is detached from or disconnected from an **Insured Vehicle**; or

- (ii) if the **Insured Vehicle** to which the **Trailer** is attached is drawing a greater number of **Trailers** than is permitted by law.

8.4 CONDITIONS FOR SECTION 8

- (i) whilst any **Trailer** is attached to a towing **Insured Vehicle** or power unit they shall be regarded as one vehicle; and
- (ii) any plant permanently attached to a **Trailer** shall be regarded as part of that **Trailer**.

Section 9 Loss or Theft of Keys

In the event of the loss or theft of keys or lock transmitter of any **Insured Vehicle** the **Insurer** will pay for the replacement of any or all of the following:

- (i) the door locks and /or the boot locks;
- (ii) the ignition steering lock;
- (iii) the lock transmitter and/or central locking interface.

Section 10 General Average and Salvage

The **Insurer** will indemnify the **Insured** against General Average Contribution, Salvage, Sue and Labour charges incurred in any Custom Duty arising out of the transportation of the **Insured Vehicle** by sea provided that:

- (i) the **Insured Vehicle** is insured against loss or damage by Section 2.1 of this **Policy**; and
- (ii) any contribution relates to the value of the **Insured Vehicle** declared to the **Insurer**.

Section 11 Emergency Accommodation

11.1 In the event of the **Insured** or any other person entitled to drive:

- (i) being deprived of use of the **Insured Vehicle** as a result of loss or damage insured under this **Policy**; and
- (ii) being unable to reach their destination the same day

the **Insurer** will pay necessary expenses for emergency accommodation limited to:

- (i) two nights
- (ii) not exceeding GBP 100 per person

- (iii) up to a maximum of GBP 500 for all occupants of the ***Insured Vehicle***

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Section 12 Bail Bond

12.1 BAIL BOND:

If a Spanish bail bond has been issued and the authorities impound an **Insured Vehicle** and/or detain the authorised driver as a direct result of an accident in Spain which may be indemnified under this **Policy** and a guarantee is required for their release, the **Insurer** will furnish such guarantee up to a maximum of GBP 5,000 in all in any one **Policy Period**.

12.2 Immediately upon the guarantee being released and the deposit becoming recoverable the **Insured** shall comply with all necessary formalities and give the **Insurer** all such information and assistance as it may require to obtain the cancellation of the guarantee or the return of the deposit.

12.3 If the guarantee is wholly or in part forfeited or taken for the payment of fines or costs in or as the result of any penal proceedings against the **Insured** or the person driving the **Insured** shall repay such amounts to the **Insurer** as soon as possible.

Section 13 Personal Accident

13.1 In the event of an **Insured Person** sustaining **Bodily Injury** as a result of an **Accident** or **Assault** directly connected with driving, entering or leaving the **Insured Vehicle**, including **Assault** whilst in or immediately next to the **Insured Vehicle**, which results within three months, the **Insurer** will pay:

Schedule of Benefits

Bodily Injury Sustained	Sum Insured
Quadriplegia	GBP 100,000
Permanent Disability	GBP 100,000
Paraplegia	GBP 50,000
Loss of two or more limbs	GBP 50,000
Loss of Sight in both eyes	GBP 50,000
Loss of one limb	GBP 25,000
Loss of Sight in one eye	GBP 25,000
Death	GBP 35,000

13.2 DEFINITIONS APPLYING TO SECTION 13

- (i) **Accident**
a sudden and unexpected event;
- (ii) **Assault**
an unprovoked and malicious assault;
- (iii) **Bodily Injury**
physical damage caused by an **Accident** or **Assault**;
- (iv) **Insured Person**
the permitted driver of the **Insured Vehicle**, at the time of the **Accident** or **Assault**;
- (v) **Loss of Sight in both eyes**
the **Insured Person** is registered blind on the authority of a fully qualified ophthalmic specialist;
- (vi) **Loss of Sight in one eye**
where the degree of sight remaining after correction in one or both eyes is 3/60 or less on the Snellen Scale (seeing at 3 feet what the Insured Person should see at 60 feet);
- (vii) **Paraplegia**
the permanent and total paralysis of the bladder, rectum and both legs including thighs and feet;
- (viii) **Permanent Disability**
disability, other than by **Loss of limb**, **Loss of Sight**, **Paraplegia** or **Quadriplegia**, which totally and permanently prevents an **Insured Person** from doing any paid work whatsoever;
- (ix) **Quadriplegia**
the permanent and total paralysis of both arms including forearms and hands, and both legs including thighs and feet;
- (x) **Loss of limb**
loss in relation to limb is the complete severance or the total and permanent loss of use of a limb.

13.3 EXCLUSIONS TO SECTION 13

The **Insurer** will not pay any claims directly or indirectly resulting from, contributed to by or arising from:

- (i) any **Insured Person** under 17 or over 70 years of age at the date of **Bodily Injury**;
- (ii) **Permanent Disability** where the **Insured Person** is over 65 years of age at the date of **Bodily Injury**;
- (iii) anxiety, stress disorder, post traumatic stress disorder, psychological or psychiatric illness or condition of the **Insured Person**;

- (iv) suicide, attempted suicide or intentional self inflicted injuries of the **Insured Person**;
- (v) the **Insured Person** suffering sickness or disease not resulting from **Bodily Injury**;
- (vi) the **Insured Person** driving the **Insured Vehicle** having a blood/urine alcohol level above the legal limit stated in the Road Traffic Acts;
- (vii) the **Insured Vehicle** at the time of the **Accident** being used for the carriage of passengers for hire or reward;
- (viii) the **Insured Vehicle** carrying a greater number than the legal seating capacity at the time of the **Accident**;
- (ix) drugs taken by the **Insured Person** other than drugs taken in accordance with the manufacturer's instructions or as prescribed by a registered medical practitioner;
- (x) drugs taken by the **Insured Person** to treat drug addiction;
- (xi) participation in any race by the **Insured Person**;
- (xii) any claim where the **Insured Person** driving the **Insured Vehicle** is not in possession of a valid driving licence and certificate of insurance as required by law; or
- (xiii) any claim where a current and valid test certificate has not been issued to cover the **Insured Vehicle** or the **Insured Vehicle** is in an un-roadworthy condition.

Section 14 Crisis Containment

- 14.1 The **Insurer** will reimburse the **Insured** on the basis detailed herein as a direct result of a **Crisis** starting during the **Policy Period** and reported to the **Insurer** in accordance with this Section 14.
- 14.2 Any **Crisis** arising out of based upon or attributable to continuous or repeated **Insured Events** shall be considered a single **Crisis** for the purposes of this Section 14.
- 14.3 The maximum amount payable by the **Insurer** under this Section 14 will be subject to the aggregate limit of £100,000 per **Crisis** or all **Crisises** starting during the **Policy Period**, subject to a **coinsurance** of 20% per **Crisis** (the Coinsurance Percentage).
- 14.4 Subject to the requirements set out in paragraph 14.9 of this Section 14, for the purpose of this Section 14 only, the **Insurer** shall reimburse the **Insured** for **Crisis Consultant** costs, the fees and costs of Brotzen Mayne, Endelman with respect to a **Crisis**. Such fees and costs shall be approved and paid by the **Insured** and submitted to the **Insurer** for approval and reimbursement under this Policy. **Crisis Consultant** costs are limited to fees or costs incurred within the **Crisis Coverage Period**.

14.5. EXCLUSIONS TO SECTION 14:

The **Insurer** is not liable for the payment of any loss directly or indirectly caused by or resulting from:

- (i) circumstances that affect the industry in which the **Insured** conducts its business activities;
- (ii) governmental regulations which affect another country or the industry in which the Insured conducts its business activities;
- (iii) changes in population, customer tastes, economic conditions, seasonal sales variations, or competitive environment; and
- (iv) any fraudulent act committed by any of the **Insured's** senior executives.

14.6 DEFINITIONS SPECIFIC TO SECTION 14:

- (i) **Adverse Publicity** means any negative reporting of an **Insured Event** in local, regional or national media (including but not limited to radio, television, newspaper and/or magazines) which has potential to cause a **Material Interruption**.
- (ii) **Crisis** means any decisive, unstable or crucial time in the **Insured's** affairs or **Business** resulting from an **Insured Event** that:
 - (a) has directly caused a material interruption; or
 - (b) has the potential to cause:
 - (i) imminent **Financial Loss**; or
 - (ii) **Adverse Publicity**,for the **Insured** if left unmanaged.
- (iii) **Crisis Consultants** means the independent crisis consultants previously approved by the **Insurer** for use by the **Insured** in connection with a **Crisis**.
- (iv) **Crisis Coverage Period** means the period of time commencing when the **Crisis** is first reported to the **Insurer** and ending not later than 25 days thereafter.
- (vi) **Financial Loss** means:
 - (a) within a 48 hour period, the price per share of the **Insured's** common stock decreases by 10% net of the change in the Standard & Poor's Composite Index or any other comparable index used to measure the stock exchange in which the **Insured** lists its common stock; or
 - (b) a decrease greater than 20% in the consolidated revenues of the **Insured**.
- (vi) **Insured Event** means an occurrence that in the good faith opinion of the Insured comprises of an event or circumstance which in the absence of Crisis Containment Management could potentially give rise to a claim under this Policy.
- (vii) **Material Interruption** means a disruption or break in the continuity of the **Insured's** normal **Business** operations, which:

- (a) requires the direct involvement of all of the **Insured's** board of directors or senior executives and diverts their concentration from their normal operating duties; and
- (b) is likely to have a significant negative impact on the **Insured's** revenues, earnings or net worth.

14.7 Additional General Provisions applicable to this Section 14

Changes in risk during the **Policy Period**

If during the **Policy Period**

- (i) the **Insured** consolidates with or merges into, or sells all or substantially all of its assets to any other person or entity or group of persons and/or entities acting in concert; or
- (ii) any person or entity, whether individually or together with any other person or persons, entity or entities acquires an amount of the outstanding shares representing more than 50% of the voting power for the election of directors of the **Insured**, or acquires the voting rights of such an amount of such shares;

(either of the above events herein referred to as the "**transaction**"), then, Section 14 is amended so as to apply only to **Crisis** committed prior to the effective date of the **transaction**.

The **Insured** shall give the **Insurer** written notice of the **transaction** as soon as practicable but not later than 30 days after the effective date of the **transaction**.

14.8 Coinsurance

The **Insured** will bear the coinsurance, which shall remain uninsured, with respect to each **Crisis**. The coinsurance amount will be calculated by multiplying the incurred **Crisis Consultant** costs by the Coinsurance Percentage. The **Insurer** will reimburse the **Insured** subject to the aggregate limit of liability after deducting the coinsurance amount from the amount of the incurred **Crisis Consultant** costs.

14.9 Requirements

- (i) Subject to the specific requirements set out in the paragraphs below the **Insured** will, as a condition precedent to the obligations of the **Insurer** under this Section 14 of the **Policy**, give immediate notice to the **Insurer** of any **Crisis** by telephoning the CRISIS CENTRE HOTLINE available globally twenty-four hours a day, seven days a week at the following numbers:

UK / Europe / Rest of World: (free phone) **001-713-260-5500**

USA / Canada: (toll free) **1-866-926-8457**

- (ii) Any event that meets the following conditions will be reported to the **Insurer** in the time period indicated:
 - (a) any event that results in regional or national media coverage (print, radio or television) and relates to an **Insured Event**, must be reported to the **Insurer** within 24 hours of the media coverage, if the **Insurer** has not previously been notified of the event by the **Insured**;
 - (b) any event that results in the filing of a claim or litigation against the **Insured** and relates to an **Insured Event**, must be reported to the **Insurer** within 48 hours of the claim/litigation filing, if the **Insurer** has not previously been notified of the event by the **Insured**.
- (iii) Reporting of an event does not guarantee that it will be considered an **Insured Event**. In all cases, when the initial reporting of the event under this **Policy** is made verbally, written notification containing a complete description of the event must be submitted, when requested by the Company, by writing to:

The Contingency Claims Manager,
Chartis Insurance UK Limited,
2-8 Altyre Road,
Croydon CR9 2LG,

Section 15 Special Provisions

15.1 AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY:

Nothing in this **Policy** shall affect the right of any person indemnified by this **Policy** or of any other person to recover an amount under or by virtue of the provisions of the law of any territory in which the **Policy** operates relating to the insurance of third party liability.

However the **Insured** shall repay to the **Insurer** all sums paid by the **Insurer** which the **Insurer** would not have been liable to pay but for the provisions of such law.

15.2 DESCRIPTION OF USE:

- (a) use as stated in section 6 of the certificate of motor insurance;
- (b) the **Insurer** will indemnify the **Insured** in the terms of this **Policy** while the **Insured Vehicle** is in the custody or control of a member of the motor trade for the purpose of and while being used solely for testing, overhaul, upkeep or repair.

Section 16 General Exclusions

The **Insurer** shall not be liable in respect of:

- 16.1 any accident, injury, loss or damage occurring while the **Insured Vehicle** is being:
- (i) used with the consent of the **Insured** otherwise than in accordance with Special Provision 15.2;
 - (ii) driven by the **Insured** or the **Insured's** employees unless he holds a driver's licence and is not disqualified from holding or obtaining such licence;
 - (iii) driven with the **Insured's** general consent by any person who to the **Insured's** knowledge does not hold a driver's licence unless such person has held and is not disqualified from holding or obtaining such a licence,
- but 16.1 (ii) and (iii) shall not apply when a licence is not required by law;
- 16.2 any liability which attaches by virtue of an agreement which would not have attached in the absence of such agreement except where such liability attaches in accordance with Section 3.2 (vi);
- 16.3 (i) loss, destruction or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss; or
- (ii) any legal liability of whatsoever nature,
- directly or indirectly caused by, contributed to by or arising from ionising radiations or contaminations by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- 16.4 (i) any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations, (whether war be declared or not) civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
 - (b) an act of terrorism
- except so far as is necessary to meet the requirements of any road traffic legislation;
- (ii) For the purpose of this Exclusion 16.4 an act of terrorism means an act including but not limited to the use of force or violence and/or the threat of to any person(s) or group(s) of persons whether acting alone, on behalf of or in connection with any organisation(s) or government(s), committed for political religious, ideological or similar purposes including without

limitation the intention to influence any government and/or to put the public, or any section of the public in fear;

- (iii) This Exclusion 16.4 shall not apply in respect of liability at law for damages in respect of death or bodily injury to any person or the first GBP 250,000 of damage to property which is not the **Insured's** property.
- (iv) This Exclusion 16.4 (to the extent that it applies) also includes loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with, any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above.
- (v) If the **Insurer** alleges that by reason of this Exclusion 16.4 any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon the **Insured**.

In the event any portion of Exclusion 16.4 is found to be invalid or unenforceable the remainder shall remain in full force and effect.

- 16.5 any accident, injury, loss or damage (except under Section 3) arising during (unless it be proved by the **Insured** that the accident injury, loss or damage was not occasioned by) or in consequence of:
 - (i) earthquake occurring outside Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or any other member country of the European Union; or
 - (ii) riot or civil commotion occurring elsewhere other than the **Geographical Limits** of this **Policy**;
- 16.6 loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or super sonic speeds;
- 16.7 (i) the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or water cause or body of water;
 - (ii) this Exclusion 16.7 does not apply in respect of death, bodily injury or damage to property caused by a sudden, accidental and unexpected discharge, dispersal, release or escape during the **Policy Period** of such substances immediately following and caused by a puncturing, splitting or other sudden escape from their immediate and designated contained holder or confining structure resulting from a sudden, accidental and unexpected event during the **Policy Period**;
 - (iii) expenses for the prevention of any contamination or pollution shall form part of this Exclusion 16.7 and shall not be recoverable under this **Policy**.
- 16.8 fines, penalties, punitive or exemplary damages;
- 16.9 any action brought in a court of law outside the **Geographical Limits**;

- 16.10(a) **Insured Vehicles** on airport premises except in public areas with free vehicular access and except **Insured Vehicles** which enter only temporarily for the purpose of delivery; or
- (b) any losses directly or indirectly involving aircraft.

Section 17 Conditions

It is a condition that:

17.1 **Policy interpretation**

Any interpretation of this **Policy** or issue relating to its construction, validity or operation shall be determined by the laws of England and Wales. No amendment to this **Policy** will be effective unless it is written. Except as otherwise provided herein the parties will submit to the exclusive jurisdiction of the courts of England and Wales. This **Policy**, its Schedule and any endorsements are one contract in which, unless the context otherwise requires:

- (i) headings are descriptive only, not an aid to interpretation;
- (ii) singular includes the plural, and vice versa;
- (iii) the male includes the female and neuter;
- (iv) all references to specific legislation include amendments to and re-enactments of such legislation and similar legislation in any jurisdiction in which a claim is made; and
- (v) references to positions, offices or titles shall include their equivalents in any jurisdiction in which a claim is made.

17.2 **Claims**

- (i) The **Insured** or his personal representatives shall give notice in writing to the **Insurer** as soon as possible after the occurrence of any accident, injury, loss or damage with full particulars of such claim.
- (ii) Every letter, claim, writ, summons and process shall be notified or forwarded to the **Insurer** immediately on receipt.
- (iii) Notice shall be given in writing to the **Insurer** immediately if the **Insured** or his personal representatives have knowledge of any impending prosecution, inquest or fatal inquiry in connection with any accident for which there may be liability under this **Policy**.
- (iv) No admission, offer, promise or payment of indemnity shall be made or given by or on behalf of the **Insured** without the **Insurer's** written consent.
- (v) The **Insurer** shall be entitled to take over and conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute in the **Insured's** name for its own benefit, any claim for indemnity, damages or otherwise and shall have full discretion in the conduct of any proceedings or in the

settlement of any claim and the **Insured** shall give all such information and assistance as the **Insurer** may require.

- (vi) If at the time any claim arises under this **Policy** there is any other existing insurance covering the same loss, damage or liability the **Insurer** shall not be liable to pay or contribute to such claim except to the extent of any excess beyond the amount payable under such other insurance.

17.3 Reasonable Care

The **Insured** shall take all reasonable steps to safeguard from loss or damage and maintain in roadworthy condition any **Insured Vehicle** and the **Insurer** shall have at all times free access to examine such **Insured Vehicles**.

17.4 Observance

The due observance and fulfilment of the terms of this **Policy** in so far as they relate to anything to be done or complied with by the **Insured** and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the **Insurer** to make any payment under this **Policy**.

17.5 Adjustment

Prior to the start of any **Policy Period** the **Insured** shall provide details of all **Insured Vehicles** covered by this **Policy**. At the end of each **Policy Period** the **Insurer** will calculate the difference in the number of **Insured Vehicles** and adjust the premium accordingly.

17.6 Compliance

The **Insured** must supply details of the **Insured Vehicles** as are required by the relevant laws applicable in Great Britain and Northern Ireland for entry on the Motor Insurance Database.

17.7 Cancellation

This **Policy** may be cancelled by the **Insurer** giving 30 days written notice by recorded delivery to the last known address of the **Insured**. If the **Premium** has been paid in full the **Insured** shall be entitled to a pro rata rebate of the **Premium** in respect of the unexpired **Policy Period**. The return of the current certificate(s) of motor insurance to the **Insurer** shall be a condition precedent to any return of premium. Any cancellation notice given by the **Insurer** shall be without prejudice to the **Insurer's** liability for injury or damage occurring prior to the expiry of the cancellation notice period.

17.8 Arbitration

In the event that there is any disagreement over any amount payable by the **Insurer** under this **Policy** and which is not resolved by agreement between the **Insurer** and the **Insured** within six months, such matter shall be referred to a mutually agreed mediator. If the dispute remains unresolved after mediation, it shall be resolved by arbitration in the London Court of International Arbitration (LCIA).

17.9 Assignment

Neither this *Policy* nor any right hereunder may be assigned without written consent of the *Insurer*.

17.10 Contracts (Rights of Third Parties) Act

Nothing in this *Policy* is intended to confer a directly enforceable benefit on any third party other than the *Insured* whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

17.11 Fraudulent Claims

If any claim made under this *Policy* is fraudulent in any respect or if any fraudulent means or devices are used by the *Insured* or anyone acting on behalf of the *Insured* to obtain any benefit under this *Policy* or if injury or damage results from the wilful act or knowingly by the *Insured* all benefits under this *Policy* shall be forfeited.

17.12 Misrepresentation

Without prejudice to the other rights of the *Insurer*, this *Policy* shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular.

COMPLAINTS

Every effort is made to ensure you receive a high standard of service. If you are not satisfied with the service you have received, you should contact:-

Customer Relations Manager

Chartis Insurance UK Limited

2-8 Altyre Road

Croydon

CR9 2LG

Email: uk.customer.relations@chartisinsurance.com

To help us to deal with your comments quickly, please quote your Policy/Claim Number and Policyholder/Insured Name

We will do our best to resolve any difficulty directly with you, but if we are unable to do this to your satisfaction you may be entitled to refer any dispute to the Financial Ombudsman Service who will review your case. The address is:

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

Endorsement(s) effective attaching to and forming part of Policy Number issued to

ENDORSEMENT NUMBER 1

Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence and Prosecution Costs

ChartisCASAUTO13/07/05/08

The *Insurer* will indemnify the *Insured* under Section 3 of this *Policy* in respect of any event covered by paragraph 3 (i) and with the *Insurer's* prior written consent

(a) in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings;

(b) in respect of any prosecution costs awarded against the *Insured*

arising in connection with a breach or alleged breach of the Corporate Manslaughter and Corporate Homicide Act 2007 provided always that the proceedings relate to an offence alleged to have been committed during the *Policy Period* and in the course of the *Business*.

The indemnity will not apply:

(a) to any penalties or fines imposed including but not limited to any costs in respect of Remedial Order or Publicity Order;

(b) to proceedings consequent upon any deliberate act or on behalf of the *Insured* if the result could reasonably have been expected having regard to the nature and circumstances of such act or omission;

(c) where indemnity is provided by another insurance;

(d) to proceedings which may arise out of any activity or risk excluded by this *Policy*;

(e) to any excess stated in the schedule

Subject otherwise to the terms General Exclusions and Conditions of the Policy.

Signed for and on behalf of the Insurer

Date:

Chartis Insurance UK Limited

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