

# Your Aviva Business Insurance Policy Document

## Introduction

Thank You for choosing Us as Your insurer.

This is Your Policy Document, setting out Your insurance protection in detail.

Please read it carefully to make sure that it meets Your requirements and that the details on the policy Schedule are correct.

Your premium has been based upon the information shown in the policy Schedule and recorded in Your statement of fact.

If after reading Your policy You have any questions, please contact Us.

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## Useful telephone numbers

Please have your policy number ready



### Claims Help lines

Property (24 hours) **0345 030 7074**

Liability (9am - 5pm) **0345 030 7563**

The Claims help line can be used by anyone wishing to report a claim on any of Aviva's commercial products. As soon as you know about the problem you face - we will start to put the solutions in place.

### Legal and Tax Help line (24 hours)

**0845 300 1899**

Call this help line anytime, day or night, for advice on any UK legal or tax matters. Given in confidence, the advice is free - all you pay for is the price of the call.

### Risk Services Help line (office hours)

**0845 366 66 66**

Advice on safety, fire, security and other risk related issues. Ninety per cent of queries are dealt with on the spot, and we guarantee an answer within one working day.

### Counselling Service

**0117 934 0105**

A counselling service is available for your staff to help them deal with situations such as bereavement, divorce or even bullying at work.

### Telephone Call Recording

The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependant on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

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## Contents

This policy is made up of individual Sections. It should be read together with Your current Schedule which indicates the Sections You are insured under and gives precise details of Your insurance protection.

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## The Contract of Insurance

Your policy wording, the policy schedule and any endorsement together form the contract of insurance between Us and You, The Policyholder, and must be read together. In return for You having paid or agreed to pay the premium, We will provide cover to You by payment or, at Our option, by reinstatement or repair in respect of loss, destruction, damage, accident or injury occurring during the Period of Insurance, subject to the terms and exceptions contained in or endorsed on the policy.

### **IMPORTANT**



**This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date. A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Us. If You fail to tell Us it could affect the extent of cover provided under the policy. You should keep a written record (including copies of letters) of any information You give Us when You renew this policy.**

### **Breach of Term**

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

### **Terms not relevant to the actual loss**

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## Important Information

### **Choice of Law**

The appropriate law as set out below will apply unless You and the insurer agree otherwise:

- (1) The law applying in that part of the United Kingdom, Channel Islands or the Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
- (2) In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or the Isle of Man where it has its principal place of business; or
- (3) Should neither of the above be applicable, the law of England and Wales will apply.

### **Use of Language**

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

### **Customers with Disabilities**



This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact us.

## Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim. Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to: Financial Services Compensation Scheme 10th Floor, Beaufort House 15 St Botolph Street London EC3A 7QU.

## Policy Definitions

A Definition is a statement of the meaning of a word, phrase or term. Please also refer to the Policy Definitions at the end of this policy wording, as Policy Definitions may also apply to this Section.

The Ticks  and Crosses  are used throughout this document to identify those items that are covered and those that are not.

### On Line

If you are viewing this document on line, the explanation for a defined word, phrase or term can be viewed by hovering your mouse over the word, phrase or term that is underlined the first time it appears on a page. Defined words, phrases or terms will always start with a capital letter, for example 'Your Property'. A full list of Definitions can also be found at the back of the policy document.

## Property Damage Tools, Stock and Business Equipment

### Cover



We will cover You for Damage to Your Property Insured at Your Premises occurring during the Period of Insurance.

The most We will pay will be the Sum Insured on each item or any other maximum amount payable or Cover Limit specified in this Section or stated in Your Schedule.

#### 1. Temporary Removal

We will cover You for Damage as insured under this Section, to Your Property Insured while temporarily removed from Your Premises or in transit to anywhere in Europe, and for up to 30 days in each Period of Insurance anywhere in the world.

- 1.1** We will not cover You for Damage caused by
  - 1.1.1** theft or attempted theft from any Unattended Vehicle unless,
    - 1.1.1.1** all doors and windows have been locked
    - 1.1.1.2** all manufacturers' security devices have been put into effect
    - 1.1.1.3** the keys have been removed from the Unattended Vehicle
    - 1.1.1.4** unattached trailers have anti-hitching devices fitted and they are put into effect when left overnight.
  - 1.1.2** storm, malicious persons, theft or attempted theft to property in any soft topped, open topped or open sided vehicle.

**2. All Other Contents**

This term in England, Wales, Northern Ireland, the Republic or Ireland, the Channel Islands and the Isle of Man includes

- 2.1** documents, manuscripts and business books, Data Storage Materials, patterns, models, plans and designs which require to be replaced and are capable of being replaced, belonging to You or held by You in trust for which You are responsible while at Your Premises, temporarily removed to any premises not occupied by You, or in transit by road, rail or inland waterway.
  - 2.1.1** Cover under item 2.1 is limited to
    - 2.1.1.1** the value of the physical materials or
    - 2.1.1.2** the costs of labour incurred in replacing them and the Data thereon or
    - 2.1.1.3** the costs necessarily and reasonably incurred in collating such Data from existing source material.
  - 2.1.2** The most We will pay for any one claim for Data Storage is £10,000.
- 2.2** pedal cycles, tools and other personal items belonging to You or any of Your directors, members, Employees, customers or visitors. **Cover applies only if they are not otherwise insured.**
  - 2.2.1** The most We will pay for any person's property is £500 in total for any one claim.
- 2.3** visitor's personal belongings.
  - 2.3.1** The most We will pay for any one visitor's property is £500.
- 2.4** Trade samples, brochures, promotional merchandise and goods held in trust held at Your Premises.
  - 2.4.1** The most We will pay is £500 any one claim.

**2.1.3** We will not pay for the value to You of any information lost.

**3. Damage Arising for Personal Use of Property Insured**

- 3.1** We will cover You for Damage to Property Insured which occurs when not being used in connection with Your Business, provided that such Property Insured was purchased for business purposes

**4. Description of Property**

- 4.1** In determining the item under which Property is insured We will accept the description given in Your Business records

## Exceptions



### The following outlines what We will not make payment for under this Section.

We will not provide cover for:

- 1.** Damage to the Property Insured caused by or consisting of
  - 1.1** an existing or hidden defect
  - 1.2** gradual deterioration or wear and tear
  - 1.3** frost or change in the water table level
  - 1.4** faulty or defective design or materials used in its construction
  - 1.5** faulty or defective workmanship, operating error or omission by You or any of Your Employees

- 2.** Damage to the Property Insured caused by or consisting of
  - 2.1** corrosion, rust, rot, shrinkage, evaporation, loss of weight, dampness, dryness, scratching, vermin or insects, mould or fungus
  - 2.2** change in temperature, colour, flavour or texture or finish
  - 2.3** nipple or joint leakage or failure of welds
  - 2.4** cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only. This includes any associated piping
  - 2.5** mechanical or electrical breakdown or derangement of the Property Insured

- 3.** Damage to the Property Insured caused by pollution or contamination

- 4.** Damage to the Property Insured caused by acts of fraud or dishonesty

- 5.** Damage to moveable Property in the open caused by wind, rain, hail, sleet, snow, flood or dust.

However, We will pay for

- 1.6** any subsequent Damage which results from a cause not otherwise excluded in 1.1 to 1.5

- 2.6** Damage not otherwise excluded which results from any Insured Event or any other accidental cause
- 2.7** any subsequent Damage which results from a cause not otherwise excluded

- 3.1** However, We will pay for Damage, not otherwise excluded, to the Property Insured caused by
  - 3.1.1** pollution or contamination which results from any Insured Event
  - 3.1.2** any Insured Event which results from pollution or contamination.

- 5.1** However, We will pay for Damage to such Property caused by falling trees not otherwise excluded.

**6.** Damage

- 6.1** to the Property Insured by fire resulting from its undergoing any process involving the application of heat.
- 6.2** to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting or over running
- 6.3** resulting from the Property Insured undergoing any process of
  - 6.3.1** production or packaging
  - 6.3.2** treatment, testing or commissioning
  - 6.3.3** servicing or repair

**6.4** However, We will pay for Damage if it is caused by fire or explosion and is not otherwise excluded.

**7.** Damage caused by theft or attempted theft

- 7.1** which does not involve forcible or violent entry to or exit from Your Premises
- 7.2** by any person lawfully in Your Premises
- 7.3** where You or Your partners, directors or Employees or any member of Your household is involved as principal or accessory
- 7.4** from any building or part of any building not capable of being locked
- 7.5** from yards, open sided buildings, compounds or other open spaces

**8.** Damage to

- 8.1** china, earthenware, marble or other fragile objects. **This does not include stock and materials in trade**

**8.2** However We will pay for such Damage if it is caused by any Insured Event and is not otherwise excluded.

**9.** Damage to

- 9.1** Property in the course of construction including materials for use in the construction
- 9.2** vehicles licensed for road use including accessories on or attached to them
- 9.3** caravans, trailers, railway locomotives, rolling stock, watercraft, or aircraft
- 9.4** land, roads, pavements, piers, jetties, bridges, culverts or excavations unless specifically stated as insured in Your Schedule and Damage is not otherwise excluded

**10.** Damage more specifically insured by You or on Your behalf

**11.** Consequential loss or damage of any kind

**12.** The Property Damage Excess

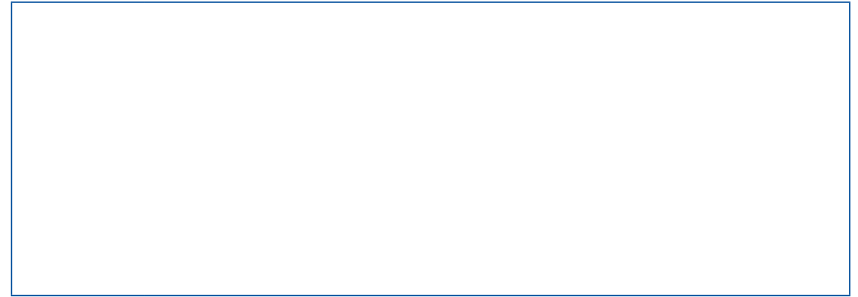
**13.** Damage

- 13.1** insured by any marine policy
- 13.2** which would be insured under any marine policy if this policy did not exist

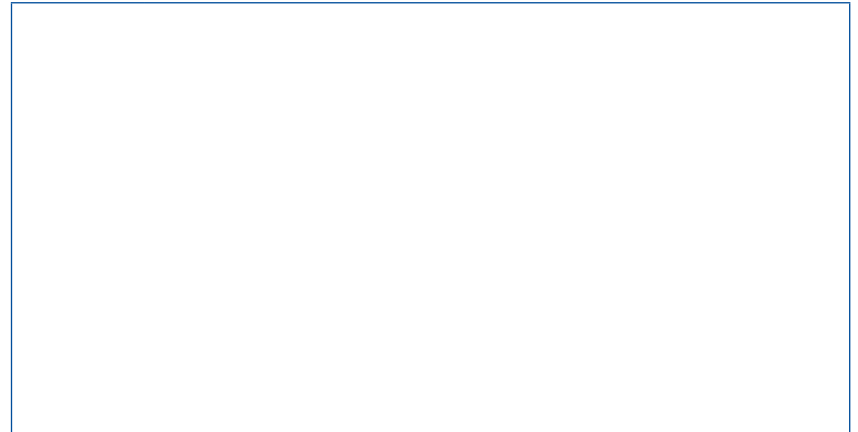
**13.3** However, We will cover You for Damage not otherwise excluded. The most We will pay is the sum beyond the amount which would have been payable under the marine policy, had the insurance not existed.



- 14. any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
- 14.1 war, invasion, act of a foreign enemy, hostilities or a warlike operation or 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 mutiny or military uprising, martial law
- 14.2 nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority
- 14.3 any action taken in controlling, preventing, suppressing or in any way relating to 14.1 and/or 14.2 above.



- 15. loss or destruction of or damage to any property, any loss or expense whatsoever, or any consequential loss directly or indirectly caused by or contributed to by or arising from
- 15.1 ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
- 15.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 15.3 the use of any weapon or device
- 15.3.1 dispersing radioactive material and/or ionising radiation, or
- 15.3.2 using atomic or nuclear fission and/or fusion or other like reaction
- 15.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this **will not apply in respect of radioactive isotopes at Your Premises (other than nuclear fuel or nuclear waste) used in the course of Your Business for the purposes for which they were intended.**



**16.** Any consequence whatsoever resulting directly or indirectly 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

**16.1** Terrorism

**16.2** civil commotion in Northern Ireland.

**16.3** any action taken in controlling, preventing, suppressing or in any way relating to 16.1 and/or 16.2 above

**16.4** Terrorism means

**16.4.1** in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands), acts of persons acting on behalf of or in conjunction with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of HM Government in the United Kingdom or any other government de jure or de facto, caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes

**16.4.2** in respect of Damage occurring in any territory not specified in 16.4.1 above, any act or actions caused by or occasioned by any person(s) or group(s) or persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes, including but not limited to

**16.4.2.1** the use or threat of force and/or violence and/or

**16.4.2.2** harm or damage to life or to property (or the threat of such harm or damage), including but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means.

**16.5** In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from, or in connection with 16.1 and 16.3, regardless of any other contributory cause or event, is not covered by this policy, or is covered only up to a specified limit of liability, the burden of proving that any such consequence is covered or is covered beyond that limit of liability under this policy, shall be upon You.

**17.** Money, negotiable instruments and specie, securities and bonds, jewellery, precious stones and metals, bullion, furs, curios and antiques, rare books, works of art, goods held in trust or on commission, documents, manuscripts, business books, computer systems records, explosives and hazardous substances, property in transit unless specifically mentioned.

**18.** Data Recognition

**18.1** Any claim which arises directly or indirectly from or consists of the failure or inability of any

**18.1.1** electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunications equipment or systems, or any similar device, whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date

**18.1.2** media or systems used in connection with anything referred to in 13.1.1 above, whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date.

**18.2** Items 18.1.1 and 18.1.2 above includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or to correctly manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

**18.2.1** recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time

**18.2.2** the operation of any command or logic which has been programmed or incorporated into anything referred to in 18.1.1 and 18.1.2 above.

**18.3** **Definition**  
The following definition applies to this exception

**Defined Contingency**  
fire, lightning, explosion, aircraft and other aerial and/or spatial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

**18.4** However, We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from an Insured Event but only to the extent that such claim would otherwise be insured.

## If You Have a Claim



- 1. Basis of Claim Settlement - Indemnity**  
**The following applies to contractors' tools, stock and materials in trade, debris removal, pedal cycles and personal effects**
  - 1.1** In the event that Your Property Insured is
    - 1.1.1** lost, destroyed or damaged We will pay for the cost of replacement or repair of the property, to a condition as good as, but not better or more extensive than, it's condition immediately prior to the Damage, or at Our option
    - 1.1.2** the reduction in value of the Property Insured, unless the Basis of Claim Settlement - Reinstatement or any other alternate basis of settlement is stated to apply.
  - 1.2 Basis of Claim Settlement - Reinstatement**  
**The following applies to Property Insured other than contractors' tools, stock and materials in trade, debris removal, pedal cycles and personal effects and Computer and Electronic Office Equipment**
    - 1.2.1** In the event that Your Property Insured is
      - 1.2.1.2** lost or destroyed We will pay for replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new
      - 1.2.1.3** damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.
  - 1.3 The following applies to Computer and Electronic Office Equipment where insured by this Section.**
    - 1.3.1** In the event that Your Property Insured is
      - 1.3.1.1** lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Office Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Office Equipment with the nearest higher performance and/or capacity
      - 1.3.1.2** damaged, We will pay for the repair of the Computer and Electronic Office Equipment, to its condition when new, provided an economic repair is possible.  
**The work of reinstatement of Your Property Insured must be carried out as quickly as possible and may be carried out on another site and in a manner suitable to Your needs, provided that it does not increase Our costs.**

- 1.2.1.3.1** However, We will not pay more than We would have done if the property had been completely destroyed.
- 1.3.1.2.1** However, We will not pay more than We would have done if Computer and Electronic Office Equipment had been completely destroyed.
- 1.4** We will not provide cover if You
  - 1.4.1** do not incur the cost of replacing or repairing the Property Insured and/or Computer and Electronic Office Equipment
  - 1.4.2** or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement
  - 1.4.3** do not comply with any of the terms of this clause.

**Our Terminology**

- 1.3.2** For the purposes of this Basis of Settlement item, Computer and Electronic Equipment means
  - 1.3.2.1** all computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, Data processing equipment, information repository, equipment capable of processing Data and or similar devices, whether physically or remotely connected thereto
  - 1.3.2.2** personal computers, laptops, small micro computers and similar equipment used for processing electronic Data and which are designed to be carried out by hand
  - 1.3.2.3** all Electronic Office Equipment including telecommunications equipment, facsimile, printing and photocopying machines.
- 1.3.3 Computer and Electronic Office Equipment does not include**
  - 1.3.3.1 portable equipment away from Your Premises**
  - 1.3.3.2 Computer and Electronic Office Equipment held as stock or customers' Computer and Electronic Office Equipment held in trust**
  - 1.3.3.3 Computer and Electronic Office Equipment controlling or monitoring any manufacturing process.**



**2. Debris Removal**

- 2.1** We will pay costs incurred with Our consent for the removal of debris from the site of the Damage and the area immediately adjacent to it. We will also pay for dismantling, demolishing, shoring up or propping up of the parts of the Property Insured which have suffered Damage insured under this Section.

- 2.2** We will not make any payment for cost and expenses arising from pollution or contamination of property that is not insured under this Section, or for costs and expenses more specifically insured elsewhere.

**Cover**

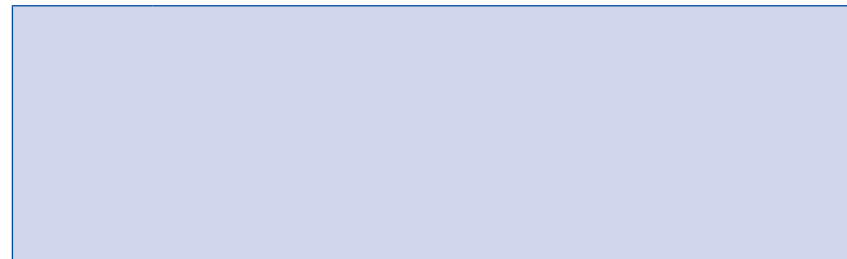


We will cover The Insured's legal liability to pay Compensation and Costs and Expenses in respect of Bodily Injury sustained by any Employee arising out of and in the course of employment by You in Your Business during the Period of Insurance and within the Territorial Limits.

The most We will pay is the Cover Limit.

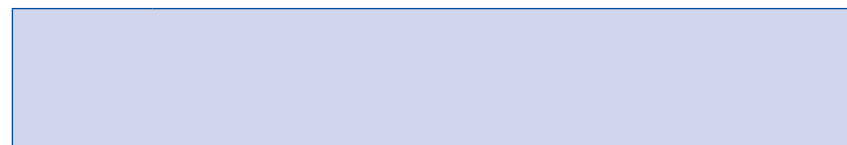
**1. Additional Activities of Your Business includes**

- 1.1 ownership, use and upkeep of Your Premises
- 1.2 upkeep of vehicles and plant which are owned and used by You.
- 1.3 canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- 1.4 Your first aid, fire, security and ambulance services
- 1.5 Your participation in exhibitions
- 1.6 private work by any Employee, with Your prior consent, for You or any director or Employee of Yours.



**2. Cross Liabilities**

- 2.1 We will cover each party named as The Policyholder in Your Schedule as if a separate policy had been issued to each.
- 2.2 The most We will pay is the Cover Limit regardless of the number of parties claiming to be insured.



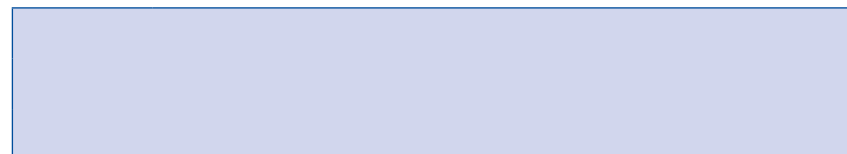
**3. Legal Expenses Arising from Health and Safety Legislation**

- 3.1 We will cover The Insured for
  - 3.1.1 legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
  - 3.1.2 prosecution costs awarded against The Insured which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

- 3.3 We will not provide cover
  - 3.3.1 unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with Your Business
  - 3.3.2 for proceedings relating to the health and safety of any person other than an Employee
  - 3.3.3 where cover is provided by another insurance policy.

**4. Payment for Court Attendance**

- 4.1 We will pay for You, or any director, partner or Employee of Yours to attend court, at Our request, as a witness in connection with a claim which You are entitled to cover for.
- 4.2 The most We will pay is £500 per day for each director or partner and £250 per day for each Employee



**5. Unsatisfied Court Judgments**

- 5.1 We will, at Your request, pay costs and damages to any of Your Employees or their personal representatives, which remain unpaid six months after the date a judgment for Bodily Injury to the Employee was obtained against another party domiciled in The Defined Territories
- 5.2 **Payment will only be made where**
  - 5.2.1 **the Bodily Injury was caused in the course of Your Business and during the Period of Insurance.**
  - 5.2.2 **the judgment was made in a court in The Defined Territories.**
  - 5.2.3 **there is no appeal outstanding to the judgment**
  - 5.2.4 **the Employee or their personal representative assigns the judgment debt to Us.**



**6. Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007**

- 6.1 We will cover You for criminal proceedings arising from any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.
- 6.2 Cover is limited to
  - 6.2.1 legal fees and expenses You incur with Our written consent for defending proceedings, including appeals
  - 6.2.2 prosecution costs awarded against You.

**6.3** We will not cover You

- 6.3.1 unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with Your Business.
- 6.3.2 for proceedings which result from any deliberate act or omission by You or which relate to any person other than an Employee
- 6.3.3 for any fines, remedial or publicity orders, or any steps required to be taken by such orders.
- 6.3.4 where cover is provided by another insurance policy

**7 Contractual Liability**

- 7.1 We will cover the legal liability of The Insured for accidental Bodily Injury or Damage to Property imposed on You solely by the terms of any agreement, provided that the conduct and control of any claim is assigned to Us

- 7.2 We will not provide cover for any agreement relating to the performance of work outside of The Defined Territories.

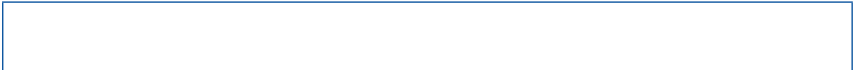
**Exceptions**



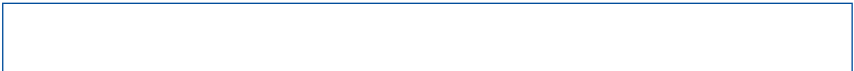
**The following outlines what We will not make payment for under this Section.**

We will not provide cover for

- 1. work in or on and travel to, from or within any offshore support vessel, accommodation, exploration, drilling or production rig or platform.



- 2. Bodily Injury sustained by any Employee when such person is carried in or upon, entering or getting into, or alighting from, a vehicle, where any road traffic legislation requires insurance or security



- 3. death or disablement, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from
  - 3.1 ionising radiations or contamination by radioactivity from nuclear fuel, or from nuclear waste from the combustion of nuclear fuel
  - 3.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - 3.3 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at Your Premises (other than nuclear fuel or nuclear waste) used in the course of Your Business for the purposes for which they were intended
  - 3.4 However, 3.1 and 3.2 only apply when You, under a contract or agreement, have undertaken to indemnify another or assume the liability of another party.

- 4. liquidated damages, penalty clauses or fines, aggravated, restitutionary punitive or exemplary damages, or any other additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages

- 5. Any consequence whatsoever resulting directly or indirectly from or in connection with Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism, regardless of any other contributory cause or event, except as stated in **Special Provision – Terrorism**
  - 5.1 In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with Terrorism, or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism, regardless of any other contributory cause or event, is not covered under this Section, You will have to prove that any such consequence is covered (or is covered beyond that limit of liability) under this Section.

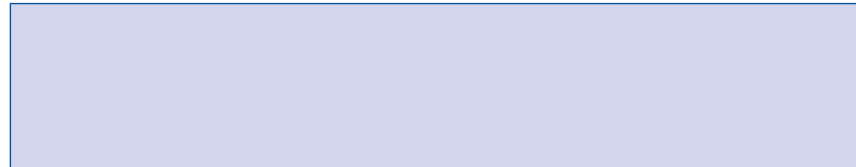
- 3.5 However, 3.1 and 3.2 only applies when You, under a contract or agreement have undertaken to cover another or assume the liability of another party.

**5.1 Special Provision – Terrorism**  
 Subject otherwise to the terms of the policy, exclusion 5 will not apply to the Employers’ Liability Section, but the Cover Limit for the purpose of this Special Provision is limited to £5,000,000 including Costs and Expenses.

## If You have a claim



- 1. **Our Right of Recovery**
  - 1.1 This cover is provided in accordance with the provisions of any law relating to the compulsory insurance of liability to Employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
  - 1.2 **If, by any such law, We are required to pay a claim which is excluded under Your policy, You will have to repay to Us all sums paid by Us under such claim.**





**Cover**



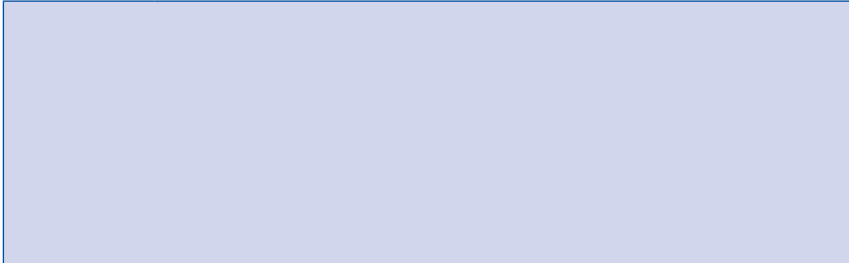
We will cover The Insured's legal liability to pay Compensation and Costs and Expenses incurred, as a result of accidental Personal Injury, Damage to Property, obstruction, trespass, nuisance or interference with any right of way, air, light or water, which arises in connection with Your Business, and which happens during the Period of Insurance and within The Territorial Limits.

The most We will pay is the Cover Limit plus any Costs and Expenses.

**For any claim brought in Canada, the United States of America or any territory within its jurisdiction, the most We will pay, inclusive of Costs and Expenses, is the Cover Limit.**

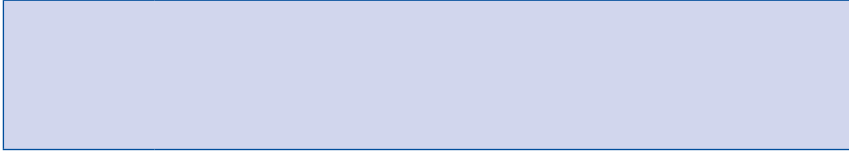
**1. Additional Activities of Your Business includes**

- 1.1 ownership, use and upkeep of Your Premises
- 1.2 upkeep of vehicles and plant which are owned and used by You.
- 1.3 canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- 1.4 Your first aid, fire, security and ambulance services
- 1.5 Your participation in exhibitions
- 1.6 private work by any Employee, with Your prior consent, for You or any director or Employee of Yours.



**2. Cross Liabilities**

- 2.1 We will cover each party named as The Policyholder in Your Schedule as if a separate policy had been issued to each
- 2.2 The most We will pay is the Cover Limit regardless of the number of parties claiming to be covered.



**3. Defective Premises**

- 3.1 We will cover, in connection with any premises which You previously owned or occupied for the purposes of Your Business, Your legal liability for accidental Bodily Injury or Damage to Property arising under the
  - 3.1.1 Defective Premises Act 1972
  - 3.1.2 Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001.

**3.2** We will not provide cover for the cost of rectifying any defect or alleged defect in such premises.

**4. Legal Expenses Arising from Health and Safety Legislation**

- 4.1 We will cover The Insured for any health and safety inquiry or criminal proceedings arising from any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.
  - 4.2 Cover is limited to
    - 4.2.1 legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
    - 4.2.2 prosecution costs awarded against The Insured

**4.3** We will not provide cover
 

- 4.3.1 unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories in the course of Your Business
- 4.3.2 for proceedings relating to the health and safety of any Employee
- 4.3.3 where cover is provided by another insurance policy

**5. Hired or Rented Premises**

**5.1** We will cover The Insured's legal liability as a result of accidental Damage to premises (including fixtures and fittings) within The Defined Territories which You hire, rent or are loaned and occupy in connection with Your Business.

**5.2** We will not provide cover for

**5.2.1** the first £250 of Compensation and Costs and Expenses. This does not apply to Damage caused by fire or explosion.

**5.2.2** liability imposed on The Insured solely by the terms of the hiring or renting agreement

**5.2.3** Damage caused by fire or any other peril against which the hiring or renting agreement specifies that insurance is taken out by The Insured.

**6. Motor Contingent Liability**

**6.1** We will cover The Insured's legal liability as a result of accidental Bodily Injury and Damage to property arising out of the use of any vehicle or trailer attached thereto which is being used in connection with Your Business and in The Defined Territories, but which is not

**6.1.1** owned, leased, hired or rented to You

**6.1.2** provided by You

**6.2** We will not provide cover

**6.2.1** for Damage to the vehicle or goods carried in or on the vehicle

**6.2.2** while the vehicle is being driven by You or by a person who, to Your knowledge or that of Your representatives, does not hold a licence to drive the vehicle. However, cover will apply if such person has previously held, and is not disqualified from holding or obtaining, such a licence

**6.2.3** if cover is provided by another insurance policy.

**7. Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007**

**7.1** We will cover You for criminal proceedings arising from any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

**7.2** Cover is limited to

**7.2.1** legal fees and expenses You incur with Our written consent for defending proceedings, including appeals

**7.2.2** prosecution costs awarded against You.

**7.3** We will not provide cover

**7.3.1** unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with Your Business

**7.3.2** for proceedings which result from any deliberate act or omission by You or which relate to any Employee

**7.3.3** for any fines, remedial or publicity orders, or any steps required to be taken by such orders

**7.3.4** where cover is provided by another insurance policy.

**8. Contractual Liability**

**8.1** We will cover the legal liability of The Insured for accidental Bodily Injury or Damage to Property imposed on You solely by the terms of any agreement, provided that the conduct and control of any claim is assigned to Us.

**8.2** We will not provide cover for any agreement relating to the performance of work outside of The Defined Territories.

**9. Payment for Court Attendance**

**9.1** We will pay for You, or any director, partner or Employee of Yours to attend court, at Our request, as a witness in connection with a claim which The Insured is entitled to cover for.

**9.2** The most We will pay is £500 per day for each director or partner and £250 per day for each Employee

<b>10.</b>	<b>Data Protection Act 1998</b>
<b>10.1</b>	If proceedings are brought against The Insured under Section 13 of the Data Protection Act 1998, We will cover The Insured for
<b>10.1.1</b>	legal fees and defence costs
<b>10.1.2</b>	legal liability for Compensation to an individual who is the subject of personal data The Insured holds and who suffers Damage or distress caused by
<b>10.1.2.1</b>	inaccuracy of data
<b>10.1.2.2</b>	loss of the data
<b>10.1.2.3</b>	unauthorised destruction or disclosure of the data
<b>10.1.2.4</b>	unauthorised access to the data.
<b>10.2</b>	The most We will pay for all claims occurring during any one Period of Insurance is stated in Your Schedule

<b>10.3</b>	We will not provide cover for
<b>10.3.1</b>	Personal Injury other than as provided by this additional cover
<b>10.3.2</b>	Damage to Property
<b>10.3.3</b>	fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
<b>10.3.4</b>	libel, slander or defamation
<b>10.3.5</b>	consequential losses
<b>10.3.6</b>	liability
<b>10.3.6.1</b>	as a result of You having authorised the destruction or disclosure of the data
<b>10.3.6.2</b>	which could reasonably have been expected to arise as a result of any other deliberate act or omission by You
<b>10.3.6.3</b>	arising solely by the terms of any agreement
<b>10.3.6.4</b>	for liquidated damages or under any penalty clause
<b>10.3.7</b>	any fine or statutory payment
<b>10.3.8</b>	legal costs or expenses or financial loss in respect of any order for rectification or erasure of data or requiring the data to be supplemented by any other statements
<b>10.3.9</b>	proceedings relating to Compensation for any Employee if the Employers' Liability Section of this policy is not in force.

<b>11.</b>	<b>Employees' and Visitors' Personal Belongings</b>
<b>11.1</b>	We will cover The Insured's legal liability for accidental Damage to Employees' and visitors' vehicles and personal belongings which are in the custody or control of The Insured.

<b>11.2</b>	We will not provide cover where this Property is
<b>11.2.1</b>	loaned, leased, hired or rented to The Insured
<b>11.2.2</b>	stored for a fee or other consideration by The Insured
<b>11.2.3</b>	in the custody or control of The Insured for the purposes of being worked upon.

<b>12.</b>	<b>Legal Expenses Arising from Consumer Protection Act 1987 and Food Safety Act 1990</b>
<b>12.1</b>	We will cover The Insured for criminal proceedings arising from any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.
<b>12.2</b>	Cover is limited to
<b>12.2.1</b>	legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
<b>12.2.2</b>	costs of prosecution awarded against The Insured.

<b>12.3</b>	We will not cover The Insured
<b>12.3.1</b>	unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with Your Business.
<b>12.3.2</b>	for proceedings which result from any deliberate act or omission by The Insured.
<b>12.3.3</b>	where indemnity is provided by another insurance policy.

**13. Overseas Personal Liability**

- 13.1** We will cover You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with Your Business.
- 13.1.1** We will also cover any accompanying spouse and children.
- 13.1.2** Where You are an individual the cover will also apply to Your personal liability whilst away from Your business premises in connection with Your Business but within The Defined Territories.

**13.2** We will not provide cover if cover is provided under another insurance policy, or where liability arises from

- 13.2.1** any agreement unless liability would have existed otherwise
- 13.2.2** ownership or occupation of land or buildings
- 13.2.3** the carrying on of any trade or profession
- 13.2.4** ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft.

**14. Suspension of Cover**

- 14.1** We may, at any reasonable time, inspect any property and if any defect or danger is identified. We may suspend all Our liability which might arise from such defect or danger. We will notify You in writing if this is the case.

**15. Buildings Temporarily Occupied**

- 15.1** We will cover The Insured's legal liability for accidental Damage to premises (and their contents) temporarily occupied by The Insured for the purpose of carrying out Your Business.

**15.2** We will not cover Damage to

- 15.2.1** premises and their contents which You own or which are loaned, leased, hired or rented to The Insured or any other party who is carrying out work on Your behalf
- 15.2.2** The Works

## Exceptions



**The following outlines what We will not make payment for under this Section.**

We will not provide cover for

1. Personal Injury to any Employee arising out of and in the course of employment by You in Your Business

2. the ownership, possession or use by, or on behalf of, The Insured of any

2.1 aircraft, aerial device, hovercraft

2.2 watercraft exceeding 8 metres in length

2.3 motor vehicle or trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation.

2.4 This does not apply to the circumstances described under Cover Item 6. – Motor Contingent Liability, or to the loading or unloading of any such vehicle, trailer or plant where cover is not provided by another insurance policy.

3. Damage to property

3.1 which You own or which is loaned, leased, hired or rented to The Insured

3.2 which is held in trust or in the custody or control of The Insured or any other party who is carrying out work on Your behalf.

3.3 which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.

3.2.1 This does not apply in the circumstances described under the following covers

3.2.1.1 Hired or Rented Premises

3.2.1.2 Employees' and Visitors' Personal Belongings

3.2.1.3 Buildings Temporarily Occupied

4. Damage to, or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating The Works or Products Supplied.

4.1 This does not apply to Products Supplied under a separate contract.

5. the carrying out of any work or any Products Supplied

which affects or could affect the navigation, propulsion or safety of any aircraft or other aerial device, or the safety or operation of nuclear installations.

6. advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee under a separate contract.

7. Pollution or Contamination other than caused by a sudden, identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

7.1 **All Pollution or Contamination which arises from one incident will be deemed to have happened at the time such incident takes place.**

8. Products Supplied to, or work in or on or travel to, from or within any offshore accommodation, exploration, drilling or production rig, platform or support vessel.

9. recalling or making refunds in respect of Products Supplied or The Works

10. liquidated damages, penalty clauses or fines

**11.** aggravated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damage

**12.** liability imposed on You solely by the terms of any contract conditions or agreement in connection with Products Supplied

**13.** exposure to, inhalation of and/or fears of the consequences of exposure to, or the inhalation of, Asbestos, including any product containing Asbestos  
**13.1** the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under statutory duty to manage) any Property arising out of the presence of Asbestos, including any product containing Asbestos

**14.** any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with any  
**14.1** Virus or Similar Mechanism  
**14.2** Denial of Service Attack  
**14.3** unauthorised access to or use of Computer and Electronic Equipment.

**14.4** However We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded.

**15.** Any consequence whatsoever resulting directly or indirectly from or in connection with Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism, regardless of any other contributory cause or event, except as stated in **Special Provision – Terrorism**.  
**15.1** In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism, regardless of any other contributory cause or event is not covered under this Section, You will have to prove that any such consequence is covered (or is covered beyond that limit of liability) under this Section.

**15.1 Special Provision – Terrorism**  
**Subject otherwise to the terms of the policy, exclusion 15 is limited to £2,000,000 or any other amount specified in the policy for Public and Products Liability, whichever is the lower.**

**16.** the amount of Compensation and Costs and Expenses shown in Your Schedule as applying to each and every event resulting in Damage to Property. You will reimburse any such amount We have paid

**17.** any consequence whatsoever which is the direct or indirect result of any of the following, whether or not such consequence has been contributed to by any other cause or event  
**17.1** war, invasion, act of a foreign enemy, hostilities or a warlike operation or 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  
**17.2** any action taken in controlling, preventing, suppressing or in any way relating to 17. above.

- 18.** any claim which arises directly or indirectly from or consists of the failure or inability of any
- 18.1** electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunications equipment or systems, or any similar device, whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date
- 18.2** media or systems used in connection with anything referred to in 18.1 above, whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date.
- 18.3** Items 18.1 and 18.2 above includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or to correctly manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
- 18.3.1** recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- 18.3.2** the operation of any command or logic which has been programmed or incorporated into anything referred to in 18.1 and 18.2 above.

- 19.** death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from
- 19.1** ionising radiations or contamination by radioactivity from nuclear fuel, or from nuclear waste from the combustion of nuclear fuel
- 19.2** the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- 19.3** the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.  
**This does not apply in respect of radioactive isotopes at Your Premises (other than nuclear fuel or nuclear waste)**

## Policy Conditions

The following Policy Terms and Conditions apply to all Sections of Your Policy, unless stated otherwise. These should be read in conjunction with any Terms and Conditions which apply to other Sections of Your Policy.

### **Alteration of Risk**

We may choose to cancel the policy from the date of alteration where

- (1) There has been any alteration to the Property Insured and/or Your Premises and/or Your Business which increases the risk of loss, liability, destruction, damage, accident or injury or
- (2) Your interest ceases except by will or operation of law, unless We have accepted the alteration or
- (3) (a) the total number of proprietors, partners, directors and Employees exceeds 9 at any one time and  
(b) the total number of bona fide subcontractors exceeds 5 at any one time  
except where:
  - (i) We are notified within 30 days of an alteration and
  - (ii) where accepted by Us the necessary additional premium has been paid to Us.

#### **Our Terminology**

For the purposes of the Alteration of Risk Condition bona fide sub-contractors means

Bona fide sub-contractors work under their own company's direction and supervision or in association with a principal contractor, and should have their own employers and public liability insurance arrangements.

### **Arbitration**

If We accept liability for a claim but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.



## Cancellation

### Your Rights

If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Alternatively, if you wish to cancel and the insurance cover has already commenced providing there have been no claims made under the policy, there are no claims under consideration and no incidents which You are aware of that are likely to result in a claim, you will be entitled to a refund of the premium paid, less a proportionate deduction for the time we have provided cover.

To cancel, please contact Aviva on **0800 302 9507**.

### Our Rights

We may cancel this policy, where there is a valid reason for doing so, by sending at least 14 days' written notice to Your last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non payment of premium. If premiums are not paid when due We will write to You requesting payment by a specific date. If We receive payment by the date set out in the letter We will take no further action. If We do not receive payment by this date We will cancel the policy from the cancellation date shown on the letter.
- Where We reasonably suspect fraud.
- Where You fail to co-operate with Us or provide Us with information or documentation We reasonably require, and this affects our ability to process a claim or defend our interests. See the "Claims Procedure" Obligation in Your policy Schedule.
- Where you have failed to tell Us about a fact which We needed to take into account in our assessment of this insurance. See the separate "Important Information" section of Your statement of fact document.

If We cancel the policy under this section, You will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time We have provided such cover, unless the reason for cancellation is fraud or there have been claims made under the policy, or there are claims under consideration or any incidents which You are aware of that are likely to result in a claim.

Where Our investigations provide evidence of fraud or a serious non-disclosure We may cancel the policy immediately and backdate the cancellation to the date of the fraud or when You provided Us with incomplete or inaccurate information, which may result in Your policy being cancelled from the date You originally took it out.

## Contribution

**This condition only applies to Public and Products Liability Section and Employers' Liability Section**

If the insurance provided by these Sections is also covered by another policy (or would be if it was not for the existence of these Sections), We will only cover You for any excess amount beyond that which would be payable under such other insurance if these Sections had not been affected.

## Contribution

**This condition only applies to Property Damage Section**

If any loss, destruction, damage or liability covered by this policy is also covered by another insurance policy, (or would be if this policy did not exist), We will only pay a rateable share of the claim. If the other insurance policy is subject to a condition of average and this policy is not, this policy will then become subject to the same condition of average.

If the other insurance covering the Property Insured has a condition which excludes proportional payment in whole or in part, the payment We make will be limited to the percentage of loss, destruction or damage that the Sum Insured bears to the value of the property

## Discharge of Liability

We may choose at any time to pay the Cover Limit, the Sum Insured, or a smaller amount for which a claim can be settled. We will not make any further payment for that claim except for costs and expenses which were incurred before the payment of the claim.

## Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us to You in respect of the claim,
- (3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided),
- (3) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

## Identification

The policy and Your Schedule will read as one contract.

## Non Disclosure, Misrepresentation or Misdescription

### 1. Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - » We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
  - » We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
  - » We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

### 2. Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - » We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
  - » We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
  - » We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

## Our Rights

If Damage occurs which may lead to a claim We may

(1) enter or take possession of the building or premises

(2) take possession of, or require to be delivered to Us, Property Insured which We will deal with in a reasonable manner without incurring liability or reducing Our rights.

We will not provide cover for Damage if You, or anyone acting on Your behalf, hinder or obstruct us, or do not comply with Our requirements. You are not entitled to abandon property to Us

## Reinstatement

When We reinstate or replace any of Your property, You will pay to provide any plans, documents, books and information that We require.

We will not be obliged to reinstate property exactly but only in as satisfactory a manner as circumstances allow.

The most We will pay for any one item is the Sum Insured

## Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to recover losses We become entitled to from other parties, following Our payment for loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of liability or payment of a claim

## Suspension of Cover

**We can, at any reasonable time, inspect any property and if any defect or danger is identified. We may suspend all Our liability which might arise from such defect or danger.**

**We will notify You in writing if this is the case.**

## Monthly Premiums

If You are paying monthly premiums, these will be due on the date shown on Your payment letter and on the same date of each following month. If You do not pay the first premium, the policy will not be valid.

We will provide You with one month's cover for each monthly premium You pay. If You have paid one or more premiums but then fail to pay any premium after that, we will have the right to cancel the policy as set out in the Policy Conditions section of this policy.

## Ab Policy Definitions

A Definition is a statement of the meaning of a word, phrase or term. The Definitions listed below apply to the Policy and will have the same meaning wherever they appear within this Policy.

### On Line

If you are viewing this document on line, the explanation for a defined word, phrase or term can be viewed by hovering your mouse over the word, phrase or term that is underlined the first time it appears on a page. Defined words, phrases or terms will always start with a capital letter, for example 'Your Property'.

<b>Asbestos</b>	Asbestos, asbestos fibres or any derivatives of asbestos.	<b>Data Storage Materials</b>	Any materials or devices used for the storage or representation of Data. <b>This includes, but is not limited to, disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also be Computer and Electronic Equipment.</b>
<b>Bodily Injury</b>	Bodily injury including death, illness, disease or nervous shock	<b>Denial of Service Attack</b>	Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data. <b>This includes, but is not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.</b>
<b>Compensation</b>	Damages, including interest.	<b>Employee</b>	Any person who is (1) under a contract of service or apprenticeship with You (2) borrowed by or hired to You (3) a labour master or supplied by a labour master (4) employed by labour only sub-contractors (5) self employed (6) under a work experience or training scheme (7) a voluntary helper while working under Your control in connection with Your Business (8) an outworker or homemaker when engaged in work on Your behalf.
<b>Computer and Electronic Equipment</b>	All computers, telecommunication equipment, computer controlled or programmed machinery, equipment and devices capable of processing data, whether physically or remotely connected thereto.	<b>Endorsement(s)</b>	An alteration to the terms of Your policy.
<b>Costs and Expenses</b>	(1) Fees for The Insured's legal representation at (a) any Coroner's Inquest or Fatal Accident Enquiry (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty (2) Costs and expenses incurred with Our written consent (3) Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of cover under this policy.	<b>Excess(es)</b>	The amount(s) specified in Your policy of Your Schedule which we will deduct from each and every claim. You will repay any such amount paid by Us.
<b>Cover Limit</b>	The maximum amount, stated in Your Schedule, which We will pay for any or all claims arising out of one cause. For Products Supplied or pollution or contamination, the Cover Limit will apply to the total of all claims occurring in any one Period of Insurance. <b>Applicable to all Sections EXCEPT Employers' Liability Section</b>	<b>Failure</b>	Any partial or complete reduction in the performance, availability, functionality or the ability to recognise or process any date or time, of any Computer and Electronic Equipment, website or other Electronic means of communication.
<b>Cover Limit</b>	The maximum amount, stated in Your Schedule, including Costs and Expenses, which we will pay for any one claim or series of claims against The Insured arising out of any one cause. <b>Applicable to Employers' Liability Section</b>		
<b>Damage</b>	Physical loss, destruction or damage.		
<b>Data</b>	All information which is electronically stored, electronically represented or contained on any current and back-up disks, tapes or other materials or devices used for data storage. <b>This includes but is not limited to operating systems, records, programs, software or firmware, code or series of instructions.</b>		

**Insured Event**

- (1) fire
- (2) lightning
- (3) explosion
- (4) aircraft and other aerial devices or articles dropped from them
- (5) earthquake
- (6) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (7) storm or flood
- (8) escape of water from any tank, apparatus or pipe
- (9) falling trees
- (10) impact
- (11) escape of fuel from any fixed oil heating installation
- (12) malicious persons other than thieves
- (13) malicious persons other than thieves but only where involving entry into or exit from Your Premises by forcible and violent means
- (14) theft or attempted theft
- (15) theft or attempted theft but only where involving entry into or exit from Your Premises by forcible and violent means
- (16) theft involving violence or threat of violence to You, Your partners, directors or Employees

**Loss of Data**

Loss, destruction, alteration or loss of use of physical or electronic Data. **This includes but is not limited to Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.**

**Money**

Physical coins and/or bank currency notes, postal and money orders, bankers' drafts, cheques and giro cheques, crossed warrants, bills of exchange and securities for money, postage, revenue, national insurance and holiday with pay stamps, national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions, credit company sales vouchers, luncheon vouchers and trading stamps, VAT invoices, all of which are current and legal tender.

**Period of Insurance**

From the effective date until the expiry date (both shown in Your Schedule) or any subsequent period for which We accept payment for renewal of this policy.

**Personal Injury**

- (1) Bodily Injury
- (2) Wrongful
  - (a) arrest, detention or imprisonment
  - (b) eviction
  - (c) accusation of shoplifting.

**Pollution or Contamination**

- (1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.

**Products Supplied**

Anything which is

- (1) manufactured, sold, supplied, processed, altered or treated
- (2) repaired, serviced or tested
- (3) installed, constructed, erected or transported

by You or on Your behalf and which is no longer in the custody or control of The Insured

**Property**

Material property.

**Property Insured**

Property Insured as stated in Your Schedule.

**Terrorism**

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

**The Defined Territories**

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.

## The Insured

- (1) You
- (2) Your personal representatives in respect of legal liability You incur
- (3) At Your request
  - (a) any director, partner, or Employee of Yours
  - (b) the officers, committees and members of Your
    - (i) canteen, social, sports, educational and welfare organisations
    - (ii) first aid, fire, security and ambulance servicesin their respective capacities as such
- (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
- (d) those who hire plant to You to the extent required by the hiring conditions or the personal representatives of any of these persons in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each insured party will be subject to the terms of this Section in so far as they apply.

The most We will pay will not exceed the Cover Limit regardless of the number of parties claiming to be insured.

## The Territorial Limits

Anywhere in the world in connection with Your Business conducted by You from premises within The Defined Territories.

We will not provide cover in respect of Bodily Injury to any Employee engaged by You outside The Defined Territories for the purpose of work outside The Defined Territories

**Applicable to Employers' Liability Section**

## The Territorial Limits

Anywhere in the world in connection with Your Business conducted by You from Premises within The Defined Territories.

**Applicable to Public and Products Liability sections.**

## The Works

All works completed or to be completed by You or on Your behalf including

- (1) all materials incorporated or to be incorporated
- (2) plant, tools, equipment and temporary buildings used or to be used for the period during which You are responsible under contract conditions.

## Unattended Vehicle

Any vehicle which You, or any person(s) authorised by You, are unable to keep under observation and reasonably prevent any attempt to interfere with.

## Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not.

**This includes but is not limited to trojan horses, worms and logic bombs.**

## We/Us/Our

Aviva Insurance Limited.

## Your Business

Activities directly connected with Your Business described in the statement of fact and specified in Your Schedule.

## Your Premises

Your Premises as stated in the statement of fact and specified in Your Schedule.

## Your Schedule

The document which specifies details of The Policyholder, Your Premises, Property Insured, Sums Insured, Limits of Indemnity and any Excesses, Endorsements and Conditions applying to the policy.

## You/Your/The Policyholder

The person(s), company(ies), partnership(s) or unincorporated association(s) named in Your Schedule as The Policyholder.



## Complaints Procedure

### Our promise of service

Our goal is to give excellent service to all Our customers but We recognise that things do go wrong occasionally. We take all complaints We receive seriously and aim to resolve all of Our customers' problems promptly. To ensure that We provide the kind of service You expect We welcome Your feedback. We will record and analyse Your comments to make sure We continually improve the service We offer.

### What will happen if You complain

- We will acknowledge Your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, We will contact You with an update within 10 working days of receipt and give You an expected date of response.

### What to do if You are unhappy

If You are unhappy with any aspect of the handling of Your insurance We would encourage You, in the first instance, to contact us on 0800 3029057. If You are unhappy with the outcome of Your complaint, You may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Telephone: 0800 023 4567 (calls from UK landlines and mobiles are free) or 0300 123 9123

Or simply log on to their website at **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**.

Whilst We are bound by the decision of the Financial Ombudsman Service, You are not. Following the complaints procedure does not affect Your right to take legal action.



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