

Your Treatment Combined Liability Policy



AIR UNDERWRITING



Introduction

Thank You for choosing Us as Your insurer.

This is Your Treatment Combined Liability Policy, 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 Your insurance adviser.

Useful telephone numbers

Please have your policy number ready



Claims Help line (24 hours)

0800 015 1498

The Claims help line can be used by anyone wishing to report a claim on any of Aviva's new 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)

0345 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)

0345 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

For our joint protection telephone calls may be recorded and/or monitored.

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 information You have provided and/or the application form, the statement of fact, the policy Schedule, or notice issued by Us at renewal and any endorsement together form the contract of insurance between Us and You, and must be read together. In return for You having paid or agreed to pay the premium, We will provide the cover set out in this policy, to the extent of and subject to, the terms contained in or endorsed on 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

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 affect 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 Your insurance adviser.

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 or Your insurance adviser when You renew this policy.

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.

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.

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 Your insurance adviser.

Use of Language

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

Policy Definitions

A Definition is a statement of the meaning of a word, phrase or term.

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.



Employers' Liability

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 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.
- 3.2 Cover is limited to
 - 3.2.1 legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
 - 3.2.2 prosecution costs awarded against The Insured.

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 per day for each director or partner or Employee is stated in Your Schedule.

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(s) for accidental Bodily Injury 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 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, 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 below.

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.

5.2

Special Provision - Terrorism
Subject otherwise to the terms of the policy, the above exclusion 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.

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- 6. work underground, underwater, or on or in
- 6.1 power stations or nuclear installations/establishments
- 6.2 oil, gas or chemical
 - 6.2.1 refineries
 - 6.2.2 bulk storage premises
 - 6.2.3 production premises
- 6.3 mainframe computers or rooms containing mainframe computers
- 6.4 aircraft, aerospace systems or hovercraft
- 6.5 watercraft other than work, not involving the use of heat, on or in watercraft in docks, harbours, boatyards or inland waterways
- 6.6 railways, tramways, airports, aerodromes or any airbase.

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 person other than an 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 in connection with Your Business.

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

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.

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.

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 per day for each director or partner Employee is stated in Your Schedule.

- 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.

- 6.2** 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.

- 7.3** 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.

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

10.	Data Protection
10.1	If proceedings are brought against The Insured under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing, We will cover The Insured for
10.1.1	legal fees and defence costs
10.1.2	legal liability for Compensation to an individual who is the subject of personal data The Insured holds and who suffers material or non-material Damage caused by
10.1.2.1	inaccuracy of data
10.1.2.2	loss of the data
10.1.2.3	unauthorised destruction or disclosure of the data.
10.2	The most We will pay for all claims occurring during any one Period of Insurance is stated in Your Schedule.

11.	Employees' and Visitors' Personal Belongings
11.1	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.

12.	Buildings Temporarily Occupied
12.1	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.

13.	Legal Expenses Arising from Consumer Protection Act 1987 and Food Safety Act 1990
13.1	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.
13.2	Cover is limited to
13.2.1	legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
13.2.2	costs of prosecution awarded against The Insured.

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

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

12.2	We will not cover Damage to
12.2.1	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
12.2.2	The Works.

13.3	We will not cover You
13.3.1	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.
13.3.2	for proceedings which result from any deliberate act or omission by You.
13.3.3	where cover is provided by another insurance policy.

14	Overseas Personal Liability
14.1	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.
14.1.1	We will also cover any accompanying spouse and children.
14.1.2	Where You are an individual the cover will also apply to Your personal liability whilst away from Your Premises in connection with Your Business but within The Defined Territories.

15.	Suspension of Cover
15.1	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.

14.2	We will not provide cover if cover is provided under another insurance policy, or where liability arises from
14.2.1	any agreement unless liability would have existed otherwise
14.2.2	ownership or occupation of land or Buildings
14.2.3	the carrying on of any trade or profession
14.2.4	ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft.

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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 or 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.

3. Damage to Property which

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

3.2 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 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.

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

5.1 advice, instruction, consultancy, design, formula, qualification, inspection, certification or testing performed or provided separately for a fee under a separate contract

5.2 advice, design, consultancy, instruction or the provision of any treatment or facility unless the Professional Treatment or Facility is stated in Your Schedule as covered

5.3 the hiring out of any equipment unless stated in Your Schedule as covered.

6. 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.

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.

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.

3.2.1 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

4.1 This does not apply to Products Supplied or professional treatment provided under a separate contract.

<p>9. work underground, underwater, or on or in</p> <p>9.1 power stations or nuclear installations/establishments</p> <p>9.2 oil, gas or chemical</p> <p>9.2.1 refineries</p> <p>9.2.2 bulk storage premises</p> <p>9.2.3 production premises</p> <p>9.3 mainframe computers or rooms containing mainframe computers</p> <p>9.4 aircraft, aerospace systems or hovercraft</p> <p>9.5 watercraft other than work, not involving the use of heat, on or in watercraft in docks, harbours, boatyards or inland waterways</p> <p>9.6 railways, tramways, airports, aerodromes or any airbase.</p>	
10. recalling or making refunds in respect of Products Supplied or The Works	
11. liquidated damages, penalty clauses or fines	
12. liability imposed on You solely by the terms of any contract conditions or agreement in connection with Products Supplied	
13. aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages	
<p>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</p> <p>14.1 Virus or Similar Mechanism</p> <p>14.2 Denial of Service Attack</p> <p>14.3 unauthorised access to or use of Computer and Electronic Equipment.</p>	<p>14.4 We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded.</p>
<p>15. any consequence resulting directly or indirectly 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 below.</p> <p>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.</p> <p>15.2 Special Provision Terrorism Subject otherwise to the terms of the policy, the Cover Limit for the purpose of this Special Provision is limited to £2,000,000 or any other amount specified in the policy for Public and Products Liability, whichever is the lower</p>	

16.	exposure to, inhalation of and/or fears of the consequences of exposure to, or the inhalation of, Asbestos, including any product containing Asbestos	
16.1	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	
17.	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.	
18.	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	
18.1	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	
18.2	any action taken in controlling, preventing, suppressing or in any way relating to 18.1	
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).	
20.	any claim which arises directly or indirectly from or consists of the failure or inability of any	
20.1.1	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	
20.1.2	media or systems used in connection with anything referred to in 20.1.1 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.	
20.2	Items 20.1.1 and 20.1.2 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	
20.2.1	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	
20.2.2	the operation of any command or logic which has been programmed or incorporated into anything referred to in 20.1.1 and 20.1.2 above.	
21.	Bodily Injury or Damage to property arising from Products Supplied other than the disposal of assets other than furniture and office equipment previously used in the course of Your Business.	

Cover

We will cover You for Damage, excluding consequential loss, to Your Property Insured at Your Premises occurring during the Period of Insurance, within The Defined Territories.
The most We will pay will be the Sum Insured on each item, the Total Sum Insured or any other maximum amount payable or Cover Limit specified in this Section or stated in Your Schedule.
We will not cover You for the Excess stated in Your Schedule.



1. Property Insured as detailed in The Schedule

1.1 The most We will pay is stated in Your Schedule.

1.2 Cover applies only if they are not otherwise insured.

2. Business cover away from Your Premises

2.1 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.

2.2 The most We will pay for any one claim is stated in Your Schedule.

2.3 We will not cover You for Damage to Your Property Insured in any soft topped or open sided vehicle caused by storm, malicious persons, or theft or attempted theft of property.

3. Pollution or Contamination

3.1 We will pay for Damage to the Property Insured caused by

3.1.1 Pollution or Contamination which results from Insured Event(s) (1) to (12)

3.1.2 an Insured Event (1) to (12) which results from Pollution or Contamination



YOUR OBLIGATIONS UNDER COVER 4.

You must ensure that

- all doors, windows and other points of access have been locked where locks have been fitted and
- all manufacturer's security devices have been put into effect and
- the keys have been removed from the Unattended Vehicle and
- the unattached trailers have anti-hitching devices fitted and they are put into effect

4. Theft from Unattended Vehicle(s)



4.1 We will provide cover to You for theft or attempted theft of or from any Unattended Vehicle.

Only where force is used to gain entry to the vehicle and such entry causes visible Damage to it.

5. Damage Arising from Personal use of Property Insured

5.1 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.

If You Have a Claim

Applicable to the Business All Risks Section		
		
<div><div>1.</div><div>Description of Property</div></div> <div><div>1.1</div><div>In determining the item under which property is insured We will accept the description given in Your business records</div></div>		
<div><div>2.</div><div>Interested Parties</div></div> <div><div>2.1</div><div>In the event of Damage as insured by this Section, interested parties as stated in Your Schedule must declare the nature and extent of their interest.</div></div>		
<div><div>3.</div><div>Automatic Reinstatement of Sum Insured</div></div> <div><div>3.1</div><div>The Sums Insured stated in Your Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.</div></div> <div><div>3.2</div><div>You must pay any additional premium required to reinstate the Sums Insured</div></div>		

4.	Basis of Claim Settlement – Reinstatement The following applies to Property Insured other than contractors' tools, and Computer and Electronic Equipment.
4.1	In the event that Your Property Insured is
4.1.1	lost or destroyed, We will pay for its replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new
4.1.2	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.
4.2	The following applies to Computer and Electronic Equipment when insured by this Section.
4.2.1	In the event that Your Property Insured is
4.2.1.1	lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Equipment with the nearest higher performance and/or capacity
4.2.1.2	damaged, We will pay for the repair of the Computer and Electronic Equipment, to its condition when new, provided an economic repair is possible. <i>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 Your Premises are not Unoccupied, and it does not increase Our costs.</i>
Our Terminology	
4.2.2	For the purposes of this Basis of Settlement item, Computer and Electronic Equipment means
4.2.2.1	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
4.2.2.2	personal computers, laptops, small micro computers and similar equipment used for processing electronic Data and which are designed to be carried by hand
4.2.2.3	all Electronic Office Equipment including telecommunications equipment, facsimile, printing and photocopying machines.
4.2.3	Computer and Electronic Equipment does not include
4.2.3.1	Computer and Electronic Equipment held as stock or customers' Computer and Electronic Equipment held in trust
4.2.3.2	Computer and Electronic Equipment controlling or monitoring any manufacturing process.
5.	Debris Removal
5.1	We will pay costs necessarily and reasonably 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 the dismantling, demolishing, shoring up or propping up of the parts of the Property Insured which have suffered Damage.

4.1.2.1	However, We will not pay more than We would have done if the property had been completely destroyed.
4.2.1.2.1	However, We will not pay more than We would have done if Computer and Electronic Equipment had been completely destroyed.
4.3	We will not provide cover if You
4.3.1	do not incur the cost of replacing or repairing the Property Insured
4.3.2	or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement
4.3.3	do not comply with any of the terms of this cover.
5.2	We will not make any payment for costs and expenses arising from Pollution or Contamination of property which is not insured under this Section, or for costs and expenses more specifically insured elsewhere.

Business All Risks Exceptions

Outlined below is what We will not make payment for under the Business All Risks Section.
We will not provide cover for:

Business All Risks



1. Damage caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.

1.1 However, We will provide cover to You in respect of
1.1.1 such Damage which itself results from a cause not otherwise excluded
1.1.2 subsequent Damage which is not otherwise excluded

2. Damage to the Property Insured caused by or consisting of
2.1 an existing or hidden defect
2.2 gradual deterioration or wear and tear
2.3 frost or change in the water table level
2.4 faulty or defective design or materials used in its construction
2.5 faulty or defective workmanship, operating error or omission by You or any of Your Employees

2.6 However, We will pay for any subsequent Damage which results from a cause not otherwise excluded

3. Damage to the Property Insured caused by or consisting of
3.1 corrosion, rust, rot, shrinkage, evaporation, loss of weight, dampness, dryness, scratching, vermin or insects, mould or fungus
3.2 change in temperature, colour, flavour or texture or finish
3.3 nipple or joint leakage or failure of welds
3.4 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
3.5 mechanical or electrical breakdown or derangement of the Property Insured

3.6 However, We will pay for
3.6.1 Damage not otherwise excluded which results from an Insured Event(s) or any other accidental cause
3.6.2 any subsequent Damage which results from a cause not otherwise excluded

4. Damage to the Property Insured caused by
4.1 subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe. **This applies to Building(s) only.**
4.2 normal settlement of new structures
4.3 Damage to the Building(s) or its fixtures and fittings

4.1.1 Unless Subsidence cover is shown in Your Schedule
4.4 However, We will pay for such Damage if it is caused by Insured Event (1) - (11) and is not otherwise excluded.

5. acts of fraud or dishonesty
5.1 disappearance, unexplained or inventory shortage or misfiling, clerical error or misplacing of information

<p>6. Damage to the Property Insured</p> <p>6.1 caused by its undergoing any process involving the application of heat, that results in fire</p> <p>6.2 caused by its own self ignition, leakage of electricity, short circuiting, or over running</p> <p>6.3 resulting from the Property Insured undergoing any process of production or packaging, treatment, testing or commissioning, servicing or repair.</p>	<p>6.4 However, We will pay for such Damage if it is caused by fire or explosion.</p>
<p>7. Damage more specifically insured by You or on Your behalf</p>	
<p>8. Damage</p> <p>8.1 insured by any marine policy</p> <p>8.2 which would be insured under any marine policy if this policy did not exist</p>	<p>8.3 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.</p>
<p>9. War</p> <p>9.1 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</p> <p>9.1.1 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</p> <p>9.1.2 nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and</p> <p>9.1.3 any action taken in controlling, preventing, suppressing or in any way relating to 9.1.1 and/or 9.1.2 above.</p>	<p>9.2 However, Exceptions 9.1.2 and 9.1.3 will not apply in respect of Damage to the Property Insured caused by or resulting from the detonation of munitions of war or parts thereof, at or within one mile of the boundary of Your Premises, provided that the presence of such munitions does not result from a state of war current at the time of the Damage.</p>
<p>10. Radioactivity</p> <p>10.1 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</p> <p>10.1.1 ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel</p> <p>10.1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any Nuclear Installation, reactor or other nuclear assembly or nuclear component thereof</p> <p>10.1.3 the use of any weapon or device</p> <p>10.1.3.1 dispersing radioactive material and/or ionising radiation, or</p> <p>10.1.3.2 using atomic or nuclear fission and/or fusion or other like reaction</p> <p>10.1.4 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.</p>	

<p>11. Terrorism</p> <p>11.1 Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other sequence to the loss</p> <p>11.1.1 Terrorism</p> <p>11.1.2 civil commotion in Northern Ireland</p> <p>11.1.3 any action taken in controlling, preventing, suppressing or in any way relating to 11.1.1 and 11.1.2 above.</p> <p>11.2 For the purposes of this Exception Terrorism means</p> <p>11.2.1 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 overthrowing or influencing by force or violence HM Government in the United Kingdom or any other government de jure or de facto, caused or occasioned by any person(s) or group of person(s), or so claimed, in whole or in part, for political, religious, ideological or similar purposes</p> <p>11.2.2 in respect of Damage occurring in any territory not specified in 11.2.1 above, any act or actions caused by or occasioned by any person(s) or group of person(s), or so claimed, in whole or in part, for political, ideological, religious or similar purposes including but not limited to</p> <p>11.2.2.1 the use or threat of force and/or violence and/or</p> <p>11.2.2.2 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</p> <p>11.3 In any action, suit or other proceedings where We allege that any Damage results from Terrorism and is not covered by this Section, the burden of proving that such Damage is covered under this Section will be upon You.</p>	
<p>12. Goods held in trust or on commission, unless specifically mentioned.</p>	
<p>13. Damage whilst Your Premises are Unoccupied caused by malicious persons or escape of water from any tank, apparatus or pipe, including as a result of any automatic sprinkler installation in Your Premises.</p>	<p>13.1 However, We will pay for such Damage if it is caused by fire or explosion.</p>
<p>14. Damage to</p> <p>14.1 china, earthenware, marble or other fragile objects which do not form part of the structure of the Buildings or its fixtures and fittings. This does not include Stock and Materials in Trade.</p> <p>14.2 any building or structure caused by its own cracking or collapse.</p>	<p>14.3 However, We will pay for such Damage if it is caused by any of Insured Events (1) - (12) and is not otherwise excluded.</p>

- 15.** Damage caused by theft or attempted theft
- 15.1** which does not involve forcible or violent entry to or exit from Your Premises.
- 15.2** by any person lawfully in Your Premises
- 15.3** where You or Your partners, directors or Employees or any member of Your household is involved as principal or accessory
- 15.4** from any building or part of any building not capable of being locked
- 15.5** from yards, open sided buildings, compounds or other open spaces
- 15.6** when Your Premises are Unoccupied

- 16.** Data Recognition
- 16.1** Any claim which arises directly or indirectly from or consists of the failure or inability of any
- 16.1.1** 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
- 16.1.2** media or systems used in connection with anything referred to in 16.1.1 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.
- 16.2** Items 16.1.1 and 16.1.2 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
- 16.2.1** 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
- 16.2.2** the operation of any command or logic which has been programmed or incorporated into anything referred to in 16.1.1 and 16.1.2 above.
- 16.3** **Definition**
The following definition applies to this exception
Specified Event
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.

- 17.** Damage to moveable property in the open caused by wind, rain, hail, sleet, snow, flood or dust.
This does not apply to property in transit and/or being used in the open.

- 18.** Damage to
- 18.1** property in the course of construction including materials for use in the construction
- 18.2** livestock, growing crops or trees
- 18.3** vehicles licensed for road use including accessories on or attached to them
- 18.4** caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
- 18.5** lands, roads, pavements, piers, jetties, bridges, culverts or excavations.

- 16.4** 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 a Specified Event but only to the extent that such claim would otherwise be insured.

- 17.1** However, We will pay for Damage to such property caused by falling trees, where this is not otherwise excluded.

- 18.6** However, We will pay for such Damage if it is specifically stated as insured in Your Schedule and Damage is not otherwise excluded.

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, 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) the number of bona fide sub-contractors and temporary Employees exceeds 10 at any one time, except where We are notified within 30 days of the number of bona fide sub-contractors and temporary Employees exceeding 10 and the necessary additional premium has been paid to Us, or
- (4) payments to bona fide sub-contractors and temporary Employees exceed 20% of Your annual turnover.

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

- (1) You may cancel this policy at any time after the date We have received the premium, by providing 30 days notice in writing to Us.
- (2) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.
If Your policy is cancelled under (1) or (2) above and provided that there have been no:
 - (a) claim(s) made under the policy for which we have made a payment
 - (b) claim(s) made under the policy which are still under consideration
 - (c) Incident(s) which You are aware of and which are likely to give rise to a claim which has yet to be reported to Usduring the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.
- (3) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to your last known address.
- (4) We may also cancel this policy at any time by sending You not less than 30 days notice in writing to Your last known address. We will refund a proportionate part of the premium for the unexpired period, provided that there have been no:
 - (a) claim(s) made under the policy for which we have made a payment
 - (b) claim(s) made under the policy which are still under consideration
 - (c) Incident(s) which You are aware of and which are likely to give rise to a claim which has yet to be reported to Usduring the current Period of Insurance.

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 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 effected.

Contribution
Applicable to all other Sections insured by this policy

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:

- (a) where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
 - (i) 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
 - (ii) 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
 - (iii) 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:

- (a) 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
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
 - (i) 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
 - (ii) 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
 - (iii) 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 clause 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

Not applicable to the Employers' Liability or the Public and Products Liability Sections.

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

Subjectivity

- (1) At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You
 - (a) providing Us with any additional information
 - (b) completing any actions agreed between You and Us
 - (c) allowing Us to complete any actions agreed between You and Us.
- (2) If required by Us, You must allow Us access to Your Premises and/or Your Business to carry out survey(s), and Your compliance with any risk improvements identified.

If this is the case, then Your Schedule will clearly state the information required and/or the actions to be completed and the dates We require such information or the actions to be completed by.

Upon completion of these requirements (or if they are not completed by the required dates), We may choose to

- (a) alter Your premium
- (b) amend the terms and conditions of Your policy
- (c) require You to make alterations to Your Premises insured by the required date(s), and/or to comply with any risk improvements identified
- (d) exercise Our right to cancel Your policy under Policy Terms and Conditions item – Cancellation
- (e) leave Your policy terms, conditions and premium unaltered.

If We proceed with any of 1(a), 1(b) and 1(c) above, You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for unexpired period of cover

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

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. Defined words, phrases or terms will always start with a capital letter, for example 'Your Property'.

Accident	A sudden violent external unforeseen and identifiable event	Building(s)	The building including <ul style="list-style-type: none">(a) interior decorations and landlords' fixtures and fittings and tenants improvements(b) telecommunication television and radio aerials, satellite dishes, aerial fittings and masts(c) outbuildings, roads, pavements, fences, gates, paths, drives, fixed signs, garden walls, patios, terraces, ornaments and statues, car parks, cess pits and septic tanks, oil tanks(d) underground pipes, cables and wires(e) gangways, pedestrian malls, pedestrian access bridges, hardstandings, bollards, barriers, flag poles, lamp posts, street furniture(f) video, audio and building management and security systems and equipment(g) trees, shrubs, hedges, plants and turf used in landscaping
Accidental Bodily Injury	Exposure or injury caused by Accidental and/or violent means, occurring within 24 months from the date of the Accident by which such injury is caused.	Business Hours	Your normal working hours and any other period during which You or any Employee entrusted with Money is on the Premises in connection with The Business.
Act of Terrorism	Act of persons acting on behalf of or in connection 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	Compensation	Damages, including interest.
Asbestos	Asbestos, asbestos fibres or any derivatives of asbestos.	Computer and Electronic Equipment	All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.
Attendance Expenses	<p>The salary or wages of the Insured Person for the time they are off work</p> <p>(a) to attend any arbitration, court or tribunal hearing at Our request</p> <p>(b) as a defendant or while attending jury service.</p> <p>The maximum We will pay is the Insured Person's net salary or wages for the time that they are absent from work, less any amount You, the court or tribunal, have paid them.</p>	Contract	Any contract or agreement, entered into by You to carry out work in the course of Your Business.
Bodily Injury	<p>Applicable to all sections EXCEPT the Employers' Liability and Public and Products Liability sections.</p> <p>Bodily injury by violent and visible means which, directly and independently of any other cause, results in death or disablement.</p> <p>Applicable to Employers' Liability and Public and Products Liability sections.</p> <p>Bodily injury including death, illness, disease or nervous shock.</p>	Contract Site	A site within The Defined Territories at which You are carrying out work under a Contract.

Costs and Expenses	<p>(1) Fees for The Insured's legal representation at any Coroner's Inquest or Fatal Accident Enquiry or proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty</p> <p>(2) costs and expenses incurred with Our written consent</p> <p>(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 Section.</p>	Employee	<p>Any person who is</p> <p>(1) under a contract of service or apprenticeship with You</p> <p>(2) borrowed by or hired to You</p> <p>(3) a labour master or supplied by a labour master</p> <p>(4) employed by labour only sub-contractors</p> <p>(5) self employed</p> <p>(6) under a work experience or training scheme</p> <p>(7) a voluntary helper while working under Your control in connection with The Business</p> <p>(8) an outworker or homeworker when engaged in work on Your behalf.</p>
Cover Limit	<p>Applicable to all sections EXCEPT Employers' Liability section.</p> <p>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.</p> <p>Applicable to the Employers' Liability section.</p> <p>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 one cause.</p>	Endorsement/ Endorsements	An alteration to the terms of Your Policy
Damage	Physical loss, destruction or damage.	Excess/ Excesses	The amount(s) specified in Your policy or Your Schedule which We will deduct from each and every claim. You will repay any such amount paid by Us.
Data	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. This includes but is not limited to operating systems, records, programs, software or firmware, code or series of instructions.	Existing Structures	Any property (including fixtures, fittings and contents) which, prior to the commencement of any Contract, forms part of any structure.
Data Storage Materials	Any materials or devices used for the storage or representation of Data. 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.	Failure	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.
Denial of Service Attack	Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data. 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.	Free Issue Materials	<p>Materials for incorporation into the Contract issued free to You by, or on behalf of, Your employer and for which You are responsible under condition of Contract.</p> <p><i>The value of these materials will not be included in the final valuation of the Works carried out or the final contract price.</i></p>
		Hacking	Unauthorised access to any computer or other equipment, component, system or item which processes, stores or retrieves data whether Your property or not.
		Heads of Cover	<p>Any of the following types of direct insurance cover</p> <p>(1) Buildings and completed structures</p> <p>(2) Other property</p> <p>(3) Business Interruption</p> <p>(4) Book Debts</p> <p>insured under this policy.</p>

Hired in Plant	Plant, scaffolding, site huts and temporary buildings hired in by You for use in connection with any Contract while anywhere within The Defined Territories including in transit other than by sea or air.	Loss of Limb	In respect of (1) an arm (a) physical severance of all four fingers or (b) total and permanent loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) and/or (2) a leg (a) physical severance or (b) total and permanent loss of use of an entire leg at or above the talo-tibial joint (the ankle).
Insured Event(s)	<ul style="list-style-type: none"> (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) theft or attempted theft 	Loss of Sight	Includes total and permanent loss of sight which will be deemed to have occurred (1) in both eyes when the Insured Person's name has been added to the register of blind persons on the authority of a fully qualified ophthalmic surgeon specialist (2) in one eye when the degree of sight is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at three feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.
Insured Person	<p>Applicable to all sections</p> <p>You or Your directors, partners or Employees aged between 16 and 75.</p>	Loss of Speech	Total and permanent loss of speech.
Loss of Data	<p>Applicable to all Sections EXCEPT Employers' Liability and Public and Products Liability.</p> <p>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</p> <p>Applicable to the Public and Products Liability Section.</p> <p>Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part. 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.</p>	Maintenance Period	The period indicated in the conditions of the Contract, but not exceeding 12 months, during which You are responsible for rectifying defects.
		Maximum Indemnity Period	The number of months stated in Your Schedule, unless otherwise stated within any cover item.
Loss of Hearing	Total and permanent loss of hearing in one or both ears	Medical Expenses	Ambulance charges or medical expenses incurred as an in patient in a hospital following Accidental Bodily Injury.

Money	Current coins, bank and 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, trading stamps and VAT invoices.	Permanent Total Disablement	Permanent disablement (other than Loss of Hearing, Loss of Limb, Loss of Sight or Loss of Speech) which (1) wholly prevents the Insured Person from engaging in or giving attention to their usual occupation and (2) lasts without interruption for more than 12 months from the date of the incident and (3) in all probability will continue for the remainder of the Insured Person's life.
Nuclear Installations	Any installation of such class or description as may be prescribed by regulations made by the Secretary of State from time to time or any successor relevant authority, being an installation designed or adapted for (1) the production or use of atomic energy (2) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations, or (3) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.	Personal Injury	(1) Bodily Injury (2) Wrongful (a) arrest, detention or imprisonment. (b) eviction. (c) accusation of shoplifting.
Nuclear Reactor	Any plant (including any machinery, equipment or appliance, whether fixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.	Phishing	Any access or attempted access to data or information made by means of misrepresentation or deception.
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.	Practical Completion	Works which are completed or complete except for the prospective buyer's or tenant's choice of decorations or final fitments.
Period of Insurance	From the effective date until the expiry date shown in Your Schedule and any subsequent period for which We accept payment for renewal of this policy	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. Unless specifically stated in Your Schedule, this does not include Computer and Electronic Equipment, negotiable instruments and specie, securities and bonds, jewellery, precious stones and metals, bullion, furs, curios and antiques, rare books, works of art, china, earthenware, marble or other fragile objects, documents, manuscripts, business books, computer systems records, explosives and hazardous substances, stock and materials in trade.

Stock and Materials in Trade	Stock and Materials in Trade connected with Your Business which are owned by You or for which you are responsible.
Temporary Partial Disablement	Disablement which prevents the Insured Person from attending to a substantial part of their usual occupation.
Temporary Total Disablement	Disablement which entirely prevents the Insured Person from engaging in their usual occupation.
Terrorism	<p>(1) Any act or acts including but not limited to the use or threat of force and/or violence and/or</p> <p>(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.</p>
The Defined Territories	<p>Applicable to all sections EXCEPT the Employers' Liability and Public and Products Liability sections.</p> <p>Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.</p> <p>Applicable to Employers' Liability and Public and Products Liability sections.</p> <p>Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.</p>

The Insured(s)	<p>(1) You</p> <p>(2) Your personal representatives in respect of legal liability You incur</p> <p>(3) At Your request, including the personal representatives of these persons</p> <p>(a) any director, partner, or Employee of Yours</p> <p>(b) the officers, committees and members of Your</p> <p>(i) canteen, social, sports, educational and welfare organisations</p> <p>(ii) first aid, fire, security and ambulance services in their respective capacities as such</p> <p>(c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions</p> <p>(d) those who hire plant to You to the extent required by the hiring conditions</p> <p>for legal liability for which You would have been entitled to indemnity if the claim had been made against You.</p> <p>Each insured party will be subject to the terms of this Section in so far as they apply.</p> <p>The most We will pay will not exceed the Cover Limit regardless of the number of parties claiming to be insured.</p>
The Premises	<p>Applicable to all Sections</p> <p>The contact address as stated in Your Schedule and statement of fact.</p>
The Territorial Limits	<p>Applicable to Public and Products Liability section.</p> <p>Anywhere in the world in connection with Your Business conducted by You from premises within The Defined Territories.</p> <p>Applicable to Employers' Liability Section</p> <p>Anywhere in the world in connection with Your Business conducted by You from premises within The Defined Territories.</p> <p>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</p>
The Works	All works completed or to be completed by You or on Your behalf including all materials incorporated or to be incorporated, plant, tools, equipment and temporary buildings used or to be used for the period during which You are responsible under contract conditions.
Treasury	The Lords Commissioners of HM Treasury from time to time, or any successor relevant authority.
Unattended Vehicle	Any vehicle where neither You nor any person(s) authorised by You are able to keep the vehicle under observation and able to observe and reasonably prevent any attempt to interfere with it.

Unoccupied	Any building or portion of a building that is (1) not physically occupied by You or Your Employees during Your normal working hours and/or (2) not used for the purposes of Your Business and/or (3) empty, vacant, disused, untenanted or unfurnished and/or (4) awaiting refurbishment, redevelopment, renovation or demolition for a period in excess of 45 consecutive days.
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.
Weekly Wage	The average gross weekly wage normally paid to the Insured Person as a wage or salary for services (including commission or bonus payments) prior to all deductions paid in the 12 week period (or any shorter period if the Insured Person has been employed for less than 12 weeks) before the commencement of the period of Temporary Total Disablement or Temporary Partial Disablement.
We/Us/Our	Aviva Insurance Limited.
Works	(1) Temporary or permanent Works completed or to be completed as part of any Contract and/or (2) Materials for incorporation whilst on or adjacent to the Contract Site and in transit to or from the Contract Site other than by air.
Your Business	Activities directly connected with Your Business described in the statement of fact and specified in Your Schedule.
Your Plant	Plant, scaffolding, site huts and temporary buildings owned by You while anywhere within The Defined Territories including transit other than by sea or air.
Your Premises	Applicable to all Sections Your contact address as specified in Your Schedule and statement of fact.
Your Schedule	The document which specifies details of The Policyholder, Your Premises, Property Insured, sums insured, Cover Limit and your obligations, Conditions, Excesses and Endorsements 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 seek resolution by contacting Your insurance adviser or usual point of contact. 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**.

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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