

# Notice to Policyholder

v08.2022.001

## Changes to Your Insurance Policy Terms

**Thank you for choosing Aviva as Your insurer. This notice should be read as one document with your policy wording and The Schedule as together they will form part of your contract of insurance.**

This notice advises you of changes to your policy which will take effect from your renewal/inception date as shown on The Schedule.

Please ensure you read the changes carefully (together with your policy wording) and keep them together with your other policy documents.

Where clauses have been restated below, any limits stated in The Schedule or elsewhere in the wording, have been restated as specified below.

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### Employers' Liability Section

Please review your documents to see how these changes impact you:

#### Exceptions

A new Exception has been added.

- (5) any consequence resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) 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
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (5)(a) above except as stated in **Special Provision - War** below.

#### Special Provision – War

Subject otherwise to the terms of the policy

Neither of the exclusions in (5)(a) and (5)(b) above shall apply to the Employers' Liability Section but The Limit of Indemnity for the purpose of this **Special Provision - War** is limited to £5,000,000, including Costs and Expenses.

### Policy Conditions

Please review your documents to see how these changes impact you:

#### Severability of Interest

A new Policy Condition has been added.

#### (16) Severability of Interest

Applicable to all Sections other than the Employers' Liability Section and the Public and Products Liability Section, in respect of which, the Cross Liabilities clause shall apply.

If The Policyholder comprises more than one party, each operating as a separate and distinct entity, this policy shall apply in the same manner and to the same extent to each party as if they were separately and individually insured.

Provided that for the purposes of the Loss Limit, Total Sum Insured, Sum Insured, Limits of Liability, any other cover limit, limit of liability or indemnity and/or any amount payable stated in The Schedule or elsewhere in this policy (as the case may be), all of the parties insured under this policy shall be treated as one party so that there shall be only a single contract of insurance between

- (a) Aviva as one party
- and
- (b) The Policyholder, as the other party.

## Sanctions

A New Policy Condition has been added as follows:

### **(17) Sanctions**

We shall not provide cover nor be liable to pay any claim or provide any benefit under this policy if to do so would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or any of its states.



The Meal Team Power Packs Ltd  
171 Shroffold Road  
Bromley  
Kent  
BR1 5NH

7th November 2022

Reference: 00070945

Dear Chris

**Employers & Public Liability  
Cater Protect Non-Standard  
Policy No 100718108BDN/0070945**

Thank you for allowing us to arrange Your Cater Protect Public, Product and Employers' Liability Insurance on your behalf with Aviva.

I have attached the Policy Schedule and liability certificates below for your attention.

Your Cater Protect Policy document has already been attached as a PDF with the original quotation. If you require an additional copy, please contact our office.

You should take care to read the documentation to ensure that it is correct and meets with your requirements.

Particular attention should be given to the sections regarding excesses and security warranty, as a full understanding will enable you to make any claim proceed smoothly. You should also note that the terms and conditions as advised in our original quotation are complied with throughout the term of insurance. If you are in doubt please call our office to discuss to avoid any misunderstanding.

In the meantime, thank you for your business, do call us for quotations for your other Insurance such as Motor, House, Contents and Commercial Insurances as they become due.

Yours sincerely

Jordan Kreser  
GILES INSURANCE CONSULTANTS



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[@GilesInsSrvcs](https://twitter.com/GilesInsSrvcs)



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**Giles Insurance Consultants**

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4b High Street, Burnham, Buckinghamshire SL1 7JH  
Proprietor **N. A. Giles** Cert PFS, Cert CII

Giles Insurance Consultants is a trading name of Neil Giles which is authorised and regulated by the Financial Conduct Authority

This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this email. Please notify the sender immediately by email if you have received this email by mistake and delete this email from your system. Email transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message or attached documents or for any damage suffered by your computer system caused by any errors or viruses contained in the email message or any attached documents.

**Your Cater Protect Policy**

Underwritten by, Aviva Insurance Limited. Registered in Scotland No.2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

**Policy Number: 100718108BDN/0070945**

**Produced on: 7th November 2022**

**THIS SCHEDULE FORMS PART OF YOUR POLICY**

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If, the information in The Schedule is incorrect or incomplete or if the Insurance does not meet Your requirements, please tell us as soon as possible.

You are reminded of the need to tell Us immediately of any circumstances or changes which We would take into account in Our assessment or acceptance of this Insurance as failure to disclose all relevant circumstances may invalidate Your Policy, or may result in the Policy not operating fully.

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**Your Policy Details**

**Effective Date: 7th November 2022**

**Annual Premium: £262.49**

**Policy Expires: 6th November 2023**

**Insurance Premium Tax: £31.50**

**Renewal Date: 7th November 2023**

**Total Premium Due: £293.99**

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**Your Details****The Policyholder:**

The Meal Team Power Packs Ltd

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**Your Insurance Adviser's Details**

**Agency Number: 39/0045000**

**Name: Giles Insurance Consultants**

**Address: 4b High Street, Burnham, Buckinghamshire SL1 7JH**

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**Important Notice to Policyholders****Statement of Price**

Please note that Your annual Insurance premium may include an amount or amounts for additional services. Where the premium is being collected by instalments there may be a charge. Please read Your documentation carefully to ensure You know how much You are paying in total.

**Policy Number: 100718108BDN/0070945**

**Effective Date: 7th November 2022**

**Produced on: 7th November 2022**

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**The Policyholder:** The Meal Team Power Packs Ltd

**The Business:** Fixed Site Takeaway (Excluding Delivery)  
Buffet Catering(Excludes Silver Service)  
Mobile Catering Gazebo (3m x 3m)

**Correspondence address:** 171 Shroffold Road, Bromley, Kent, , BR1 5NH

**Summary of Cover**

**Asset Protection**

Business All Risks .....Not Insured

**Legal Liabilities**

Employers' Liability..... **Insured**

Public and Products Liability      **Insured**

## GENERAL ENDORSEMENTS

### General Endorsement 2

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Policy Subject to Standard Aviva Policy wording.

### General Endorsement 3

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The Policy shall not cover loss, damage or injury caused by spitting from spit roasts unless the meat is covered whilst cooking.

### General Endorsement 4

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The Policy shall not cover loss, damage or injury caused by coal or wood burning ovens unless the ashes from the oven are allowed to cool down and placed in a sealed metal bucket before being disposed of.

### General Endorsement 5

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#### A751 HIGH RISK PREMISES EXCLUSION

We will not provide indemnity in respect of work

- (1) on or in
  - (a) Power stations or nuclear installations/establishments.
  - (b) Oil, gas or chemical
    - (i) Refineries
    - (ii) Bulk storage
    - (iii) Production premises.
  - (c) Mainframe computers or rooms containing mainframe computers.
  - (d) Aircraft, aerospace systems or hovercraft.
  - (e) Watercraft other than work, not involving the use of heat, on or in watercraft in docks, harbours, boatyards or inland waterways.
  - (f) Railways or airports.
- (2) Underground or underwater.

### General Endorsement 6

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If in relation to any claim for Damage to Property Insured caused by or resulting from fire or explosion, You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

1. A maximum of 40 litres of oil or equivalent cooking medium allowed per trailer/van or non-trailer risks

### Gas Endorsement

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- **Gas Cylinders – property endorsement relevant to food trailers and vans (Applies to all risks with more than 2x 19kg gas bottles)**

If in relation to any claim for damage to property insured caused by or resulting from fire or explosion, You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

1. In respect of the trailers/vans gas installation and flues;
  - a. gas appliances and flues must be maintained in a safe condition
  - b. servicing is undertaken every 12 months
  - c. maintenance work should be undertaken by a registered gas engineer
  - d any problems affecting its safe operation rectified as soon as possible
  - e. once the registered gas engineer is satisfied that the equipment is working satisfactorily and that the installation is safe and within permitted operational tolerance, a suitable gas safety record should be obtained and retained for a period of 3 years.

2. In respect of trailers/vans with a specific gas cylinder compartment You must ensure that the compartment;

- a. has adequate ventilation
- b. has a means of preventing unauthorised access
- c. has a 1 hour fire barrier to the trailer/van wall
- d. only contain the regulator, pigtails, gas spanner and cylinders, no other materials should be stored in the compartment
- e. has only the required number of cylinders to operate the equipment plus a reserve of the same capacity
- f. has all connections between the compartment and the inside of the trailer/van fire stopped at all times.

3. In respect of trailers/vans that do not have a specific gas cylinder storage compartment You must ensure that whilst the cooking equipment is in use;

- a. gas cylinders are kept 1m from the trailer/van in a tamper proof enclosure.
- b. a warning notice must be displayed on the enclosure
- c. the enclosure must have adequate ventilation
- d. have only the required number of cylinders to operate the equipment plus reserve cylinders of the same capacity
- e. cylinders must be on a level, flat non-combustible surface and if over 13kg should be secured by a chain to prevent them falling over
- f. whilst the cooking equipment is not in use You must ensure that Gas Cylinders are stored within the trailer/van but 1m away from any source of heat.

- **Gas Cylinders – property endorsement relevant to non-trailer risks (Applies to all risks with more than 2x 19kg gas bottles)**

If in relation to any claim for damage to property Insured caused by or resulting from fire and/or explosion, You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim

1. in respect of the gas installation and flues;

- a. gas appliances and flues must be maintained in a safe condition
- b. a weekly inspection must be made by You
- c. servicing is undertaken every 12 months
- d. maintenance work should be undertaken by a registered gas engineer
- e. any problems affecting its safe operation rectified as soon as possible
- f. once the registered gas engineer is satisfied that the equipment is working satisfactorily and that the installation is safe and within permitted operational tolerance, a suitable gas safety record should be obtained and retained for a period of 3 years
- g. the entire internal area of all flues and extract system ducting, including extraction motors and fans must be thoroughly cleaned by a competent person with the removal of all greasy and oily deposits and other waste materials, at least every six (6) months.

2. in respect of the gas cylinders;

- a. cylinders must not be sited within the structure and should be in a cage or housing which complies with the following:
  - i. be sited outside the structure and a minimum 1m from the wall of the structure in a tamper proof enclosure
  - ii. have a warning notice displayed on the enclosure
  - iii. have an LPG distribution system which must comprise of an isolation valve, regulator, and preferably a pressure gauge either permanently fixed to the wall of the enclosure or on a stable post
  - iv. the housing must be ventilated at high and low levels
  - v. have only the required number of cylinders to operate the equipment plus a reserve of the same amount as a maximum
  - vi. have cylinder changing instructions within the cage or housing
  - vii. be sited on a level, flat non-combustible surface and if the cylinders are over 13kg they should be secured by a chain to prevent them falling over.

Policy Number: 100718108BDN/0070945

Effective from: 7th November 2022

Produced on: 7th November 2022

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## **Endorsement – amended Contract of Insurance**

The following applies to your policy:

The first part of the Contract of Insurance clause is amended and restated as follows:

### ***The Contract of Insurance***

*The contract of insurance between you and us consists of the following elements, which must be read together:*

- *your policy wording;*
- *the information contained on your “Statement of Fact” document issued by us;*
- *the policy schedule;*
- *any notice issued by us;*
- *any endorsement to your policy; and*
- *the information under the heading “Important Information” which we give you when you take out or renew your policy.*

*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 and conditions contained in or endorsed on this policy.*

The following paragraphs remain unaltered:

- **Important**
- **Breach of Term**
- **Terms not relevant to the actual loss**



**Policy Number: 100718108BDN/0070945**

**Effective Date: 7th November 2022**

**Produced on: 7th November 2022**

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**EMPLOYERS LIABILITY**

Limit of Indemnity - £10,000,000

Description of Activities: Fixed Site Takeaway (Excluding Delivery)  
Buffet Catering(Excludes Silver Service)  
Mobile Catering Gazebo (3m x 3m)

Estimated Annual Turnover: £100,000

**Endorsements applicable:**

***1 (or more) Employers Liability certificate is attached.  
It is advised that You retain a copy of each Employers' Liability certificate issued to You.***

**Policy Number: 100718108BDN/0070945**

**Effective Date: 7th November 2022**

**Produced on: 7th November 2022**

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**PUBLIC AND PRODUCTS LIABILITY**

The Business: Fixed Site Takeaway (Excluding Delivery)  
Buffet Catering(Excludes Silver Service)  
Mobile Catering Gazebo (3m x 3m)

Limit of Indemnity: £10,000,000

**Description of Activities:** Fixed Site Takeaway (Excluding Delivery)  
Buffet Catering(Excludes Silver Service)  
Mobile Catering Gazebo (3m x 3m)

Estimated Annual Turnover: £100,000

**Excess:** Damage to property excess applicable: £250

**Endorsements applicable:**

## Important Information

Each time We use “We/Us/Our/Aviva” this will have the same meaning wherever it appears unless we state otherwise. We/Us/Our/Aviva means Aviva Insurance Limited.

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### **Material Circumstances**

IMPORTANT – This policy is a legal contract

Please remember that you must make a fair presentation of the risk to us. This means that you must:

- (1) disclose to us every material circumstance which you know or ought to know or, failing that, sufficient information to alert us that we need to make further enquiries; and
- (2) make such disclosure in a reasonably clear and accessible manner; and
- (3) ensure that, in such disclosure, any material representation as to a: (a) matter of fact is substantially correct; and (b) matter of expectation or belief is made in good faith.

A material circumstance is one that is likely to influence an insurer in the acceptance and assessment of the application. You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy. If you fail to make a fair presentation of the risk then this could affect the extent of cover provided or could invalidate your policy, so if you are in any doubt as to whether a circumstance is material then it should be disclosed to us.

Disclosures should be specific and made in a reasonably clear and accessible manner. We will not be deemed to have knowledge of any information generally referred to (for example the contents of company websites listed in the risk presentation) or any matter not expressly drawn to our attention.

Each renewal invitation is made on the basis of the information we have at the time it is issued. We may revise or withdraw it if, before the date your renewal takes effect, any event occurs that gives rise to a claim or alters the material circumstances under this insurance, even if we are notified after your renewal date. A specimen copy of the policy wording is available on request. You should keep a record (including copies of letters) of all information supplied to us for the purposes of the renewal of this insurance. A copy of the completed application will be supplied on request within a period of three months after its completion.

### **Data Protection – Privacy Notice**

Aviva Insurance Limited is the main company responsible for your Personal Information (known as the controller).

We collect and use Personal Information about you in relation to our products and services. Personal Information means any information relating to you or another living individual who is identifiable by us. The type of Personal Information we collect and use will depend on our relationship with you and may include more general information (e.g. your name, date of birth, contact details) or more sensitive information (e.g. details of your health or criminal convictions).

Some of the Personal Information we use may be provided to us by a third party. This may include information already held about you within the Aviva group, information we obtain from publicly available records, third parties and from industry databases, including fraud prevention agencies and databases.

This notice explains the most important aspects of how we use your Personal Information, but you can get more information by viewing our full privacy policy at [aviva.co.uk/privacypolicy](https://www.aviva.co.uk/privacypolicy) or requesting a copy by writing to us at: The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR. If you are providing Personal Information about another person you should show them this notice.

We use your Personal Information for a number of purposes including providing our products and services and for fraud prevention.

We also use profiling and other data analysis to understand our customers better, e.g. what kind of content or products would be of most interest, and to predict the likelihood of certain events arising, e.g. to assess insurance risk or the likelihood of fraud.

We may carry out automated decision making to decide on what terms we can provide products and services, deal with claims and carry out fraud checks. More information about this, including your right to request that certain automated decisions we make have human involvement, can be found in the “Automated Decision Making” section of our full privacy policy.

We may process information from a credit reference agency, including a quotation search where you are offered an Aviva credit payment facility. More information about this can be found in the “Credit Reference Agencies” section of our full privacy policy.

We may use Personal Information we hold about you across the Aviva group for marketing purposes, including sending marketing communications in accordance with your preferences. If you wish to amend your marketing preferences please contact us at: [contactus@aviva.com](mailto:contactus@aviva.com) or by writing to us at: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD. More information about this can be found in the “Marketing” section of our full privacy policy.

Your Personal Information may be shared with other Aviva group companies and third parties (including our suppliers such as those who provide claims services and regulatory and law enforcement bodies). We may transfer your Personal Information to countries outside of the UK but will always ensure appropriate safeguards are in place when doing so.

You have certain data rights in relation to your Personal Information, including a right to access Personal Information, a right to correct inaccurate Personal Information and a right to erase or suspend our use of your Personal Information. These rights may also include a right to transfer your Personal Information to another organisation, a right to object to our use of your Personal Information, a right to withdraw consent and a right to complain to the data protection regulator. These rights may only apply in certain circumstances and are subject to certain exemptions. You can find out more about these rights in the “Data Rights” section of our full privacy policy or by contacting us at [dataprt@aviva.com](mailto:dataprt@aviva.com)

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### **Fraud Prevention and Detection**

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this to prevent fraud and money laundering.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
  - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
  - Check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity;
  - Check details of job applicants and employees.
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**Policy Number: 100718108BDN/0070945**

**Effective from: 7th November 2022**

**Produced on: 7th November 2022**

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### **Claims History**

- Under the conditions of your policy you must tell us about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.
- We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

You should show these notices to anyone who has an interest in the insurance under the policy.

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### **If You Have a Complaint**

If for any reason you are unhappy with the product or service, please get in touch as soon as possible. For contact details and more information about the complaints procedure please refer to your policy documents.

Where a complaint cannot be resolved to your satisfaction you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567 or visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk), where you will find further information.

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### **Our Regulatory Status**

Risks situated within the UK are underwritten by Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and our firm's reference number is 202153.

Risks situated within the EEA are underwritten by Aviva Insurance Ireland Designated Activity Company. Registered Office: One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651. Authorised and regulated by the Central Bank of Ireland. Our firm's reference number is No. C171485. Registered UK Branch Address: St Helen's, 1 Undershaft, London EC3P 3DQ. UK branch deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority (FCA reference No.827591) and limited regulation by the Prudential Regulation Authority.

Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting [www.fca.org.uk](http://www.fca.org.uk).

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### **Financial Services Compensation Scheme**

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See [fscs.org.uk](http://fscs.org.uk)

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### **Choice of Law**

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

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

Should you need to make a claim under this policy, please contact us on 0800 015 1498.

In all cases, please quote your policy number.

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### **Copy document availability**

If you would like to receive copies of your policy documents in paper, please contact your insurance adviser. Copies will be provided free of charge.

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### **Telephone Call Charges and Recording**

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent 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.



## Public and Products Liability Certificate

Name of Policyholder: **The Meal Team Power Packs Ltd T/as**

Business Type: **Fixed Site Takeaway (Excluding Delivery)  
Buffet Catering(Excludes Silver Service)  
Mobile Catering Gazebo (3m x 3m)**

Insurance Company: **Aviva Insurance Limited**

Policy Number: **100718108BDN/0070945**

Date of Commencement of Insurance: **7th November 2022**

Date of Expiry of Insurance: **6th November 2023**

Type of Cover: **Public & Products Liability**

Limit of Indemnity: **£10,000,000**

**Subject to the Terms, Conditions and Exceptions of the full Aviva Policy wording**

Signed on behalf of  
Giles Insurance Consultants

Neil Giles Cert PFS, Cert CII

Underwritten by, Aviva Insurance Limited. Registered in Scotland No.2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

MOTOR • HOME • LIABILITY • TRAILER • COMMERCIAL

**Giles Insurance Consultants**

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4b High Street, Burnham, Buckinghamshire SL1 7JH

Proprietor **N. A. Giles** Cert PFS, Cert CII

Giles Insurance Consultants is a trading name of Neil Giles which is authorised and regulated by the Financial Conduct Authority



# Certificate of Employers' Liability Insurance <sup>(a)</sup>

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998, one or more copies of this certificate must be displayed at each place of business at which the Policyholder employs persons covered by the Policy)

Policy Number 100718108BDN/0070945

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Name of Policyholder

The Meal Team Power Packs Ltd

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Date of Commencement of Insurance **7th November 2022**

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Date of Expiry of Insurance **6th November 2023**

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We hereby certify that subject to paragraph 2:

1. the Policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney, or to offshore installations in territorial waters around Great Britain and its Continental Shelf (b)
  2. the minimum amount of cover provided by this Policy is no less than £5 million (c)
- 

Signed on behalf of: **Aviva Insurance Limited** (Authorised Insurer)

A handwritten signature in black ink, appearing to read "Adam Winslow", written over a horizontal line.

Authorised Signatory  
Adam Winslow  
Chief Executive Officer, UK & Ireland General Insurance

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## Notes

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the Policy covers the holding company and all its subsidiaries, or that the Policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the Policy covers the holding company and only the named subsidiaries.
- (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant Policy.

**It is advised that You retain a copy of each Employer's Liability certificate issued to You**

Aviva Insurance Limited. Registered in Scotland No 2116. Registered Office: Pitheavlis, Perth Scotland PH2 0NH  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority  
and the Prudential Regulation Authority.



# Your Cater Protect Summary of Cover

This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the policy documentation. It is important that you read the policy documentation carefully when you receive it.

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## Who is the Insurer?

The insurer of the policy is Aviva Insurance Limited.

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## What is Cater Protect insurance?

The Cater Protect policy offers the flexibility to select from a wide range of covers to provide tailored protection.

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## What are the key covers, features and exceptions of Cater Protect insurance?

Your policy includes the following key covers, features and exceptions, which are set out in full in your policy documentation.

### Available covers:

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#### Asset Protection

- Business All Risks

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#### Legal Liabilities

- Employers' Liability
- Public and Products' Liability

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## Cut Red Tape

- A 'one-stop' website to help our Cater Protect customers overcome the burden of red-tape. Available exclusively to Aviva commercial policyholders.
- Advice and information available for Finance, Sales and Marketing, Employment Law, Legal advice, Risk Management and much more. Accessible 24 hours a day, 365 days a year. Visit <http://www.aviva.co.uk/cutredtape>

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# Asset Protection

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## Business All Risks – Cover, Features and Benefits

- Cover for your property following accidental loss or damage.

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### Exceptions and Limitations (please refer to the Business All Risks section of the policy booklet)

- Wear and tear, gradual deterioration, faulty or defective design, materials or workmanship
  - Mechanical or electrical breakdown or derangement
  - Theft from unattended vehicles not involving forcible or violent entry
  - The first part of any claim (the excess)
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# Legal Liabilities

## Employers' Liability – Cover, Features and Benefits

Protection against your legal liability for bodily injury to your employees up to a limit of indemnity of £10,000,000 including costs and expenses.

### Cover includes:

- Legal costs and expenses in defending prosecutions under health and safety legislation
- Unsatisfied court judgements in favour of employees injured in your employment by third parties
- Compensation for court attendance – Policyholder/Director/Partner £500 per day and Employee £250 per day
- Legal expenses in connection with Corporate Manslaughter Act

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### Exceptions and Limitations (please refer to the Employers' Liability section of the policy booklet)

- Cover for acts of terrorism is limited to £5,000,000 per event
- Liability in respect of liquidated damages, penalty clauses and fines
- Work in or on, or travel to or from any offshore installation or support vessel
- Bodily injury of employees whilst carried in or upon a vehicle

## Public and Products' Liability – Cover, Features and Benefits

Protection against your legal liability for bodily injury to third parties and damage to their property, including obstruction, trespass, nuisance, interference, wrongful arrest and eviction.

Legal liability for fees, expenses, damages and claimants costs following injury or damage by goods that you have supplied, sold, repaired, tested or maintained.

### Cover includes:

- Contingent motor third party liability arising out of the use of vehicles not owned by you within the UK
- Legal expenses and costs in defending prosecutions under all relevant health and safety legislation
- Personal liability cover for employees and directors whilst they are overseas on your business
- Compensation for court attendance – Policyholder/Director/Partner £500 per day and Employee £250 per day
- Legal costs and expenses in defending prosecutions under Part II of the Consumer Protection Act 1987
- Employees' and visitors' personal belongings
- Liability for loss or damage to premises hired or rented to you for the purpose of your business
- Data Protection
- Legal expenses in connection with Corporate Manslaughter Act

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### Exceptions and Limitations (please refer to the Public and Products' Liability section of the policy booklet)

- Cover for acts of terrorism is limited to £5,000,000 or the Limit of Indemnity specified in the Policy Schedule, whichever is the lower
  - Loss or damage to property in your custody or control
  - Liability arising out of products supplied in the knowledge that they will be used in the navigation, propulsion or safety of any aircraft or other aerial devices
  - Pollution unless caused by a sudden and identifiable incident
  - Work in or on, or travel to or from, or any products supplied to any offshore installation or support vessel
  - Liquidated damages, penalty clauses and fines
  - The first part of any claim (the excess)
  - Exposure to, inhalation of, fears of the consequences of exposure to/inhalation of, costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating or managing any property arising out of the presence of Asbestos
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## OTHER INFORMATION

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### Where am I covered?

This will depend on the product and choices you have made, please refer to the Summary and policy booklet for details of where you are covered.

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### What are my obligations?

This is a summary of your main obligations under the policy.

- You must make a fair presentation of the risk to us, which includes telling us of any circumstances which we would take into account in our assessment or acceptance of this insurance – If you fail to make a fair presentation of risk this could affect the extent of cover provided or invalidate your policy
  - You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy.
  - You must take all reasonable precautions to prevent loss or damage, and comply with any security or other loss prevention conditions in your policy documents
  - You must notify us promptly of any event which might lead to a claim and follow the claims procedure set out in your policy
  - For further details and any specific obligations relating to your trade or business activities following our assessment of your risk, please refer to your policy documents.
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### When and how do I pay?

Payment options should be discussed with your insurance adviser.

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### How long does my Cater Protect insurance run for?

This policy will remain in force for 12 months from date of commencement (or as otherwise shown on your policy schedule) and for any period for which you renew the policy, as long as you continue to pay your premium.

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### What happens if I take out cover and then change my mind?

There are no statutory cancellation rights under this policy.

You can cancel your policy at any time during your period of cover, subject to the notice period shown in your policy.

To cancel your policy, contact your insurance adviser.

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### How do I make a claim?

If you need to make a claim please call our claims line on **0800 015 1498**. Our line operates 24 hours a day, 365 days a year. In all cases, please quote your policy number.

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

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### How do I make a complaint?

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you.

In the first instance, please contact your insurance adviser.

We are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may refer it to this independent body if you are eligible to do so (see <http://www.financial-ombudsman.org.uk> for further details). Following the complaints procedure does not affect your right to take legal action.

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### Would I receive compensation if Aviva were unable to meet its liabilities?

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.

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**Aviva Insurance Limited.** Registered in Scotland, No. 2116.  
Registered Office: Pitheavlis, Perth PH2 0NH.  
Authorised by the Prudential Regulation Authority and regulated by  
the Financial Conduct Authority and the Prudential Regulation Authority.

# Your Cater Protect Policy Document



## Useful Telephone Numbers

### **Claims Helpline (24 hours) 0800 015 1498**

The Claims helpline can be used by anyone wishing to report a claim on any commercial insurance products from Aviva. As soon as you know about the problem you face – we will start to put the solutions in place.

### **Legal and Tax Helpline (24 hours) 0345 300 1899**

Call this helpline 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 Helpline (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. Please have your policy number ready:

## **Telephone Call Charges and Recording**

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent 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.

## Introduction

Thank You for choosing Aviva as Your insurer.

This is Your Giles Cater Protect policy, setting out Your insurance protection in detail.

Your premium has been based upon the information shown in The Schedule and recorded in the written application You have signed and/or declaration You have made. Please read it carefully to make sure that it meets Your requirements and that the details on The Schedule are correct.

If after reading Your policy You have any questions, please contact Giles Insurance Consultants.

## Contents – a guide to Your policy

This policy booklet consists of individual Sections. It should be read in conjunction with The Schedule which indicates both the Sections You are insured under and gives precise details of the extent of Your insurance protection.

**Contract of Insurance**

**Complaints Procedure**

**Important Information**

**Policy Definitions**

**Sections which comprise Your policy**

**Policy Conditions**

**Policy Exceptions**



## Contract of Insurance

The policy, the application form and/or declaration made by You and The Schedule should be read together and form the contract of insurance between You, The Policyholder and Us Aviva.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury to the extent of and subject to the terms 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 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.**

### 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:

- (a) loss of a particular kind, and/or
- (b) loss at a particular location, and/or
- (c) 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.



**Underwritten by,  
Aviva Insurance Limited**

Registered in Scotland, No. 2116.

Registered Office: Pitheavlis, Perth PH2 0NH.

Authorised by the Prudential Regulation Authority and regulated  
by the Financial Conduct Authority and the Prudential Regulation Authority.

# 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 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 Giles Insurance Consultants, 4b High Street, Burnham, Buckinghamshire SL1 7JH or telephone: 01628 667707.

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.

# Important Information

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if We cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).

## Customers with Disabilities

This policy and other associated documentation is also available in large print, audio and Braille.

If you require any of these formats in the first instance please contact Giles Insurance Consultants, 4b High Street, Burnham, Buckinghamshire SL1 7JH or telephone: 01628 667707.

## Use of Language

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

## How To Claim

Should you need to make a claim under this policy, please contact us using the appropriate telephone number shown below:

- Giles Insurance Consultants – Claims: 01628 667707
- Claims from Aviva: 0800 015 1498.

## Choice of Law

The appropriate law as set out below will apply unless We agree with You otherwise

- (1) The law applying in that part of the United Kingdom, Channel Islands or 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 Isle of Man where You have Your principal place of business  
or
- (3) Should neither of the above be applicable, the law of England and Wales.

## Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless an alternative definition is stated to apply. A defined word or phrase will start with a capital letter each time it appears in the policy.

Each Section of the policy contains definitions. They must be read in conjunction with the following Policy Definitions.

### 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.

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.

### Cyber Vandal

The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

### Data

All information which is

- (1) electronically stored, or
- (2) electronically represented, or

- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data,

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

### Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

### 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, including but not limited 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.

### Employee

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 The Business

- (8) an outworker or homeworker when engaged in work on Your behalf.

## Failure

Any partial or complete reduction in the

- (1) performance, or
- (2) availability, or
- (3) functionality, or
- (4) the ability to recognise or process any date or time,  
of any
  - (a) Computer and Electronic Equipment
  - (b) electronic means of communication
  - (c) web site.

## Loss of Data

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, including, but 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.

## Malicious Contingency

- (1) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.
- (2) malicious persons other than thieves and Cyber Vandals.

## Money

Current

- (1) coin, bank and currency notes
- (2) postal and money orders, bankers drafts, cheques and giro cheques
- (3) crossed warrants, bills of exchanges and securities for money
- (4) postage, revenue, national insurance and holiday with pay stamps

- (5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions
- (6) credit company sales vouchers, luncheon vouchers and trading stamps
- (7) VAT invoices.

## Period of Insurance

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

## Specified Contingency

- fire
- lightning
- explosion
- aircraft and other aerial devices or articles dropped from them
- earthquake
- storm or flood
- escape of water from any tank apparatus or pipe
- falling trees
- impact
- escape of fuel from any fixed oil heating installation

## The Business

Activities directly connected with the business specified in The Schedule.

## The Premises

The premises specified in The Schedule.

## **The Schedule**

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

## **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, including, but not limited to trojan horses, worms and logic bombs.

## **We/Us/Our/Aviva**

Aviva Insurance Limited.

## **You/Your/The Policyholder**

The persons, companies, partnerships or unincorporated associations named in The Schedule as The Policyholder.

## Sections which comprise Your policy Operative only if stated in The Schedule

### **Asset Protection**

Business All Risks

### **Legal Liabilities**

Employers' Liability

Public and Products Liability

# Business All Risks Section

## Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and will keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

## Damage

Accidental loss or destruction of or damage to the Property Insured.

## Defined Contingency

fire

lightning

explosion

aircraft and other aerial devices or articles dropped from them

riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances

malicious persons other than thieves

earthquake

storm or flood

escape of water from any tank, apparatus or pipe

falling trees

impact

escape of fuel from any fixed oil heating installation.

theft or attempted theft

## Excess/Excesses

The amount or amounts shown in Your policy or The Schedule which We will deduct for each and every claim at each separate location after the application of Average. You will repay any such amount paid by Us.

## Property Insured

Property insured as detailed in The Schedule.

## Cover

We will indemnify You in respect of Damage occurring during the Period of Insurance.

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item  
or
- (2) the Total Sum Insured  
or
- (3) any other maximum amount payable or Limit of Liability specified in The Schedule.

## Clauses

The following clauses apply to this Section.

### Automatic Reinstatement of Sum Insured

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You or give written notice to the contrary.

You must pay the additional premium needed to reinstate the Sum Insured.

### Average

Each of the Sums Insured by this Section is subject to average. This means that if at the time of Damage, the Item Sum Insured is less than the total value of the property, You will

- (a) be responsible for the difference
- (b) bear a proportionate share of the loss.

### Basis of Claims Settlement – Reinstatement

Unless otherwise stated in The Schedule, in the event of Damage the basis upon which We will calculate the amount We will pay for any claim will be the reinstatement of the Property Insured lost, destroyed or damaged, subject to the following conditions

- (1) If Property Insured under any Buildings, Block of flats, furniture, Machinery or



Tenants alterations Item described in The Schedule, other than pedal cycles, personal items, rent or motor vehicles if insured, is lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better than or more extensive than, its condition when new.

If such Property Insured is damaged, We will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

However, We will not pay more than We would have done if the property had been completely destroyed.

- (2) The Property Insured may be replaced on another site and in a manner suitable to You needs, but this must not increase Our liability.
- (3) All work must begin and be carried out as quickly as possible.
- (4) If, at the time of replacement or repair 85% of what it would have cost to replace the whole of the Property Insured under that Item, is greater than the Sum Insured at the time the Damage occurred, You will be liable to bear a proportionate share of the loss.

- (5) We will not pay under this Clause
  - (a) until You have incurred the cost of replacing or repairing the Property Insured
  - (b) if You, or someone acting on Your behalf have insured the property under another policy which does not have a similar basis of reinstatement
  - (c) if You do not comply with any of the terms of this clause.

## Exceptions

The following exceptions apply to this Section. (Also refer to the Policy Exceptions at the back of this policy booklet).

We will not indemnify You in respect of

- (1) Damage caused by or consisting of
  - (a) an existing or hidden defect
  - (b) gradual deterioration or wear and tear
  - (c) frost or change in the water table level
  - (d) faulty design or faulty materials used in its construction
  - (e) faulty workmanship, operating error or omission by You or any employee
  - (f) explosion of a boiler (other than a boiler being used for domestic purposes), vessel, machine or apparatus in which the internal pressure is due to steam only and which You own or control
  - (g) the bursting of
    - (i) a boiler
    - (ii) other equipment

not being used for domestic purposes where the internal pressure is due to steam only and belongs to You or is under Your control.

However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.

- (2) Damage caused by or consisting of
  - (a) (i) corrosion, rust or rot
  - (ii) shrinkage, evaporation or loss of weight
  - (iii) dampness or dryness
  - (iv) scratching
  - (v) vermin or insects
  - (vi) mould or fungus

- (b) change in
  - (i) temperature
  - (ii) colour
  - (iii) flavour
  - (iv) texture or finish
- (c) nipple or joint leakage or failure of welds
- (d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
- (e) mechanical or electrical breakdown or derangement.

However, We will indemnify You in respect of

- (i) Damage not otherwise excluded which itself results from a Defined Contingency or any other accidental cause
- (ii) any subsequent Damage which results from a cause not otherwise excluded.

- (3) Damage caused by pollution or contamination.

However, We will indemnify You in respect of Damage, not otherwise excluded, caused by

- (a) pollution or contamination which results from a Defined Contingency
- (b) a Defined Contingency which results from pollution or contamination.

- (4) Damage caused by or consisting of

- (a) subsidence, ground heave or landslip unless resulting from fire, explosion earthquake or escape of water from any tank, apparatus or pipe
- (b) normal settlement of new structures
- (c) acts of fraud or dishonesty
- (d) (i) disappearance
- (ii) unexplained or inventory shortage
- (iii) misfiling, misplacing of information or clerical error

- (e) theft or attempted theft from any unattended motor vehicle unless there is evidence of forcible and violent entry into the vehicle.

- (5) Damage by fire resulting from its' undergoing any process involving the application of heat.
- (6) Damage resulting from its' undergoing any process of
  - (a) production or packaging
  - (b) treatment, testing or commissioning
  - (c) servicing or repair

However, We will indemnify You in respect of this Damage if it is caused by fire or explosion.

- (7) Damage while the building is unoccupied or disused caused by
  - (a) escape of water from any tank, apparatus or pipe
  - (b) malicious persons
  - (c) theft or attempted theft.

However, We will indemnify You in respect of such Damage if it is caused by fire or explosion.

- (8) Damage more specifically insured by You or on Your behalf.
- (9) consequential loss or damage.
- (10) (a) property insured by any marine policy
- (b) property which would be insured under any marine policy if this insurance did not exist.

However, We will indemnify You in respect of Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had this insurance not existed.

- (11) Damage to Money.
- (12) goods held in trust or on commission unless specifically mentioned in The Schedule.
- (13) the Excess stated in The Schedule.

(14) any Damage 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

- (a) Terrorism
- (b) civil commotion in Northern Ireland
- (c) any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above.

#### **Terrorism means**

- (i) 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 connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
  - the use or threat of force and/or violence  
and/or
  - 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 meanscaused 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.

In any action suit or proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section the burden of proving that any such Damage is covered under this Section will be upon You.

## Conditions and Additional Clauses

The following Conditions and Additional Clauses only apply to this Section if stated in The Schedule.

(Also refer to the Policy Conditions at the back of this policy booklet).

### Conditions

#### A Intruder Alarm System

For the purpose of this Additional Condition the following definitions apply

##### Intruder Alarm System

An electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into Protected Premises.

##### Protected Premises

The Premises or those portions of The premises protected by the Intruder Alarm System.

##### Responsible Person

You or any person authorised by You to be responsible for the security of The Premises.

##### Keyholder

You or any person or keyholding company authorised by You who must be available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System, attend, and allow access to The Premises.

If in relation to any claim for Damage caused by theft or attempted theft involving entry or exit from The Premises by forcible and violent means You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

While The Premises are unattended You must ensure that

- (1) The Premises are protected by an Intruder Alarm System and means of communication used to transmit signals from such an Intruder Alarm System designed, installed and maintained as agreed by Us.
- (2) the Protected Premises must not be left without at least one Responsible Person in attendance
  - (i) unless the Intruder Alarm System is set in its entirety with all means of communication used to transmit signals in full operation
  - (ii) if the police have withdrawn their response to alarm calls.

unless we agree otherwise.

- (3) in the event of notification of any activation of the Intruder Alarm System or interruption of any of the means of communication during any period that the Intruder Alarm System is set, a Keyholder shall attend The Premises as soon as reasonably possible, in order to confirm the security of The Premises and reset the Intruder Alarm System in its entirety. If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a Keyholder must remain at The Premises unless We agree otherwise in writing.
- (4) You shall advise Us as soon as possible, and in any event not later than 1000am on Our next working day,
  - (i) that police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
  - (ii) of notice from a Local Authority or Magistrate imposing any requirement for abatement of nuisance

- (iii) that the Intruder Alarm System and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working order

and You must comply with any of Our subsequent requirements.

- (5) No alteration or substitution of
  - (i) any part of the Intruder Alarm System
  - (ii) the structure of The Premises or changes to the layout of The Premises which would affect the effectiveness of the Intruder Alarm System
  - (iii) the means of communication used to transmit signals from the Intruder Alarm System
  - (iv) the procedures agreed with Us for police or any other response to any activation of the Intruder Alarm System
  - (v) the maintenance contract

shall be made without Our written agreement.

- (6) You and each Keyholder must maintain secrecy of codes and security of keys and setting/unsetting devices for the operation of the Intruder Alarm System. All keys and other setting/unsetting devices for the Intruder Alarm System must be removed from The Premises when they are left unattended.
- (7) The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or other such company, as agreed by Us.
- (8) You must appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the Intruder Alarm System, and with the police if they so require.

## **B Requirements**

If in relation to any claim in respect of Damage insured by this Section, You have failed to implement the requirements stated in the Schedule of Requirements within the timescales specified, You will lose Your right to indemnity or payment for that claim.

## **C Minimum Security Condition**

If in relation to any claim for Damage, as insured by this Section, occurring more than 30 days after the inception of this Section, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

- (1) final exit doors must be secured as follows
  - (a) timber doors – by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate
  - (b) aluminium doors – by cylinder mortice lock operating a swinging lock bolt
  - (c) PVCu doors – by key operated multi-point locking devices having three or more locking points
  - (d) the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom

When The Premises are closed for business all locks fitted to final exit doors must be put into effect.

- (2) all other external doors and internal doors leading to common areas or other premises, must be secured:
  - (a) by the means set out in (1), or
  - (b) by key operated security bolts fitted top and bottom
- (3) all opening windows or roof lights accessible from the ground or via roofs, pipework or other structures must be secured by key operated locking devices or screwed permanently shut

- (4) any security measures stipulated or agreed by Us in writing.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements.

#### **D Alarm Condition - Specified Vehicles**

This Section excludes Damage resulting from theft or attempted theft from the specified unattended Vehicle unless the alarm system approved by Us is

- (1) put into operation and all alarm keys removed  
and
- (2) maintained in accordance with the terms and conditions of the installing companies agreement.

#### **E Alarm Condition - Unspecified Vehicles**

This Section excludes Damage resulting from theft or attempted theft from any unattended Vehicle unless the alarm system approved by Us is

- (1) put into operation and all alarm keys removed  
and
- (2) maintained in accordance with the terms and conditions of the installing companies agreement.

### **Additional Clauses**

#### **1 Exclusion of Theft**

This Section excludes Damage by theft or attempted theft.

#### **2 Overnight Theft Exclusion - Vehicles in the Open**

This Section excludes Damage resulting from theft or attempted theft from any unattended Vehicle during the hours from 9pm until collected by Your driver unless such Vehicle is garaged in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates.

#### **3 Overnight Theft Exclusion - Vehicles in Compounds**

This Section excludes Damage resulting from theft or attempted theft from any unattended Vehicle during the hours from 9pm until collected by Your driver unless such Vehicle is garaged in a securely locked building of substantial construction.

#### **4 Unattended Vehicle Theft Exclusion**

This Section excludes Damage resulting from theft or attempted theft from any unattended Vehicle.

#### **5 Portable Computer Equipment**

If in relation to any claim for Damage by theft or attempted theft You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

You must ensure that

- (1) when Portable Computer Equipment is left unattended inside any road vehicle
  - (i) the vehicle is securely locked and all security devices set in operation
  - (ii) it is kept in a locked building of substantial construction or guarded security park between the hours of 900pm and 600am unless the vehicle is aboard a ship or ferry
  - (iii) the Portable Computer Equipment is concealed from view
  - (iv) the Portable Computer Equipment is stored in the boot or under the parcel shelf if the vehicle is a private car
- (2) when Portable Computer Equipment is in transit by air it is carried as hand luggage
- (3) when Portable Computer Equipment is in transit by ship or ferry it is kept in a securely locked cabin or road vehicle aboard such vessel.

**For the purpose of this Additional Clause, Portable Computer Equipment shall mean:**

Personal computers, small micro computers and similar equipment used for processing, communicating and storing electronic data, and which are designed to be carried by hand.

# Legal Liabilities

## Employers' Liability Section

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

### Compensation

Damages, including interest.

### Costs and Expenses

- (1) Fees for The Insured's legal representation at
  - (a) any Coroner's Inquest or Fatal Accident Inquiry
  - (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 indemnity under this Section.

### 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 Channel Islands, the Isle of Man and 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 services in 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 representative 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 indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.



## The Limit of Indemnity

The maximum amount, stated in The Schedule, including Costs and Expenses, which We will pay in respect of any one claim or series of claims arising out of one cause.

## The Territorial Limits

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

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

## Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation and
- (2) Costs and Expenses

in respect of Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in The Business within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity.

## Clauses

The following clauses apply to this Section.

## Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises
- (2) upkeep of vehicles and plant which are owned and used by You
- (3) Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (4) Your first aid, fire, security and ambulance services

- (5) Your participation in exhibitions
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.

## Contractual Liability

We will indemnify The Insured in respect of liability for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

## Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

## Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution 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.

We will not provide indemnity

- (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 The Business



- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You
  - (b) relate to the health and safety of any person other than an Employee
- (3) where indemnity is provided by another insurance policy.

### Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

### Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is £250 per day
- (2) each Employee is £150 per day.

### Unsatisfied Court Judgements

We will, at Your request, pay any Employee or his or her personal representative, the amount of damages and costs awarded to such person as a result of a judgement which has been obtained for Bodily Injury against any company registered in or any individual domiciled in The Defined Territories and which remain unpaid six months after the date of such judgement.

Payment will only be made where

- (1) the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in The Business
- (2) the judgement was obtained in a court within The Defined Territories
- (3) there is no appeal outstanding to the judgement
- (4) the Employee, or his or her personal representative, assigns the judgement debt to Us.

### Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against You which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (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 The Business.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You.
  - (b) relate to any person other than an Employee.
- (3) in respect of any
  - (a) fines.
  - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

## Exceptions

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not provide indemnity in respect of

- (1) work in or on and travel to, from or within any offshore
  - (a) accommodation, exploration, drilling or production rig or platform
  - (b) support vessel
- (2) Bodily Injury sustained by any Employee when such person is
  - (a) carried in or upon a vehicle
  - (b) entering or getting on to, or alighting from, a vehicle where any road traffic legislation requires insurance or security
- (3)
  - (a) liquidated damages
  - (b) penalty clauses
  - (c) fines
  - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
- (4) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) Terrorism
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in Special Provision-Terrorism below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (4)(a) and/or (4)(b) above

regardless of any other contributory cause or event is not covered under this Section (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 Section shall be upon You.

### Special Provision - Terrorism

Subject otherwise to the terms of the policy

Neither of the exceptions in (4)(a) and (4)(b) above shall apply to the Employers' Liability Section but the Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to £5,000,000 including costs and expenses.

## Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

### Premium Adjustment

- (1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Earnings Index issued by the relevant government department. We may select an alternative measure if the index is unavailable.
- (2) Where it is stated in The Schedule that declarations apply
  - (a) You will, within one month after the Expiry Date shown in The Schedule, supply the information We require and
  - (b) We will adjust the premium for the expired period subject to any minimum premium(s) applying.

### Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all our liability that might otherwise arise from such defect or danger.

## Additional Endorsements

This Section extends to include the following Additional Endorsements, only if stated as applying in The Schedule.

### G Erection of Buildings

We will only indemnify The Insured in respect of contracts, undertaken by The Insured, for the erection of buildings not exceeding ten metres in height and including any

- (1) partial or total demolition
- (2) road and footpath construction
- (3) laying pipes and drains

forming part of the contract.

We will not provide indemnity in respect of piling work or the use of explosives.

### H Erection, Alteration, Maintenance or Repair of Buildings

We will indemnify The Insured in respect of contracts, undertaken by The Insured, for the

- (1) erection, alteration, maintenance or repair of buildings not exceeding ten metres in height and including any
  - (a) partial or total demolition
  - (b) road and footpath construction
  - (c) laying pipes and drains

forming part of the contract.

- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of piling work or the use of explosives.

### I General Builders

We will indemnify The Insured in respect of

- (1) (a) partial or total demolition
  - (b) road and footpath construction
  - (c) laying pipes, drains and sewers

only if this forms part of a contract undertaken by The Insured for the erection, alteration, maintenance or repair of buildings or structures.

- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of

- (1) piling work, water diversion or the use of explosives
- (2) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoir.

### J Civil Engineering Contractors including Road and Sewer Contractors

We will indemnify The Insured in respect of partial or total demolition

- (1) of structures as part of a contract, undertaken by The Insured, for erection, reconstruction, alteration, maintenance or repair
- (2) of other structures not exceeding four metres in height.

We will not provide indemnity in respect of

- (1) piling work, water diversion or the use of explosives
- (2) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs
- (3) digging below the Depth Limit shown in The Schedule.

### K Height Limit

We will not provide indemnity in respect of work at a height where the drop exceeds the Height Limit shown in The Schedule.

# Public and Products Liability Section

## Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

### Compensation

Damages, including interest.

### Costs and Expenses

- (1) Fees for The Insured's legal representation at
  - (a) any Coroner's Inquest or Fatal Accident Inquiry
  - (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 indemnity under this Section.

### Damage

Physical

- (1) loss
- (2) destruction
- (3) damage.

### 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.

### 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, of Your 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 indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

## The Limit of Indemnity

The maximum amount, stated in The Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.

In respect of

- (1) Products Supplied
- (2) Pollution or Contamination

The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

## The Territorial Limits

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

## 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.

## Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation and
- (2) Costs and Expenses

in respect of accidental

- (a) Personal Injury
- (b) Damage to Property
- (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses. However, in respect of any claim brought in

- (1) the United States of America or any territory within its jurisdiction
- (2) Canada

the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

## Clauses

The following clauses apply to this Section.

### Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises
- (2) upkeep of vehicles and plant which are owned and used by You
- (3) Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (4) Your first aid, fire, security and ambulance services
- (5) Your participation in exhibitions
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee.

### Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

We will not provide indemnity

- (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 The Business.
- (2) in respect of proceedings which result from any deliberate act or omission by You.
- (3) where indemnity is provided by another insurance policy.

### Contractual Liability

We will indemnify The Insured against liability in respect of accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

### Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### Defective Premises

We will indemnify The Insured in respect of legal liability for accidental Bodily Injury or Damage to Property arising under

- (1) the Defective Premises Act 1972
- (2) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.

### **Employees' and Visitors' Personal Belongings**

We will indemnify the Insured in respect of legal liability for accidental Damage to employees' and visitors' vehicles and personal belongings which are in the custody or control of The Insured.

We will not provide indemnity where this Property is

- (1) loaned, leased, hired or rented to The Insured.
- (2) stored for a fee or other consideration by The Insured.
- (3) in the custody or control of The Insured for the purposes of being worked upon.

### **Legal Expenses arising from Health and Safety Legislation**

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution 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.

We will not provide indemnity

- (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 The Business.

- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You
  - (b) relate to the health and safety of any Employee.
- (3) where indemnity is provided by another insurance policy.

### **Hired or Rented Premises**

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (including fixtures and fittings) within The Defined Territories which are hired, rented or loaned to The Insured in connection with The Business.

We will not provide indemnity in respect of

- (1) the first £250 of Compensation, Costs and Expenses in respect of such Damage caused other than by fire or explosion
- (2) liability imposed on The Insured solely by reason of the terms of any hiring or renting agreement
- (3) Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by The Insured.

### **Motor Contingent Liability**

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is

- (1) (a) not owned by
  - (b) not loaned, leased, hired or rented to You nor provided by Youand
- (2) being used in connection with The Business in The Defined Territories.



We will not provide indemnity

- (1) in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer
- (2) while the vehicle is being driven by
  - (a) You
  - (b) any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
- (3) where indemnity is provided by another insurance policy.

### Overseas Personal Liability

We will indemnify 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 The Business.

We will also indemnify any accompanying spouse and children.

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories.

We will not provide indemnity

- (1) where liability arises from
  - (a) any agreement unless liability would have existed otherwise
  - (b) ownership or occupation of land or buildings
  - (c) the carrying on of any trade or profession.
  - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft.
- (2) where indemnity is provided by another insurance policy.

### Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is £250 per day.
- (2) each Employee is £150 per day.

### Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against You which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (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 The Business
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You
  - (b) relate to any Employee.
- (3) in respect of any
  - (a) fines
  - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.



## Data Protection

We will indemnify The Insured in respect of

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual, the subject of personal data The Insured holds and who suffers material or non-material damage caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data

arising from proceedings 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.

The maximum We will pay for all claims happening during any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

- (1)
  - (a) Personal Injury other than as provided by this clause
  - (b) Damage to Property
  - (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
  - (d) libel, slander or defamation.
- (2) consequential losses.
- (3) liability as a result of You having authorised the destruction or disclosure of the data or which could reasonably have been expected to arise as a result of any other deliberate act or omission by You or any Employee.

- (4) liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages.
- (5) liability under any penalty clause or any fine or statutory payment.
- (6) 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.
- (7) proceedings relating to Compensation for any Employee if the Employers' Liability Section of this policy is not in force.

## Exceptions

The following exceptions apply to this Section.

(Also refer to the Policy Exceptions at the back of this policy booklet).

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business.
- (2) the ownership, possession or use by or on behalf of The Insured of any
  - (a) aircraft, aerial device or hovercraft
  - (b) watercraft exceeding 8 metres in length
  - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
    - (i) where described in the Motor Contingent Liability Clause.
    - (ii) the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy.
- (3) Damage to Property
  - (a) which You own or is loaned, leased, hired or rented to The Insured
  - (b) which is held in trust or in the custody or control of
    - (i) The Insured
    - (ii) any other party who is carrying out work on Your behalf

other than in the circumstances described in the Hired or Rented Premises Clause or the Employees' and Visitors' Personal Belongings Clause.

- (c) which requires to be insured under the terms of Clause 21.2.1. 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
  - (a) Products Supplied (other than Products Supplied under a separate contract)
  - (b) The Works.
- (5) recalling or making refunds in respect of
  - (a) Products Supplied.
  - (b) The Works.
- (6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.
- (7) the carrying out of any work or any Products Supplied which affects or could affect
  - (a) the navigation, propulsion or safety of any aircraft or other aerial device.
  - (b) the safety or operation of nuclear installations.
- (8) 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.

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

- (9)
  - (a) work in or on and travel to, from or within
  - (b) Products Supplied to any offshore
    - (i) accommodation, exploration, drilling or production rig or platform
    - (ii) support vessel.
- (10)
  - (a) liquidated damages
  - (b) penalty clauses
  - (c) fines
  - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.

- (11) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied.
- (12) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
- (a) Terrorism
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in Special Provision - Terrorism below.

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (12)(a) and/or (12)(b) above regardless of any other contributory cause or event is not covered under this Section (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 Section shall be upon You.

### Special Provision - Terrorism

Subject otherwise to the terms of the policy

Neither of the exceptions in (12)(a) and (12)(b) above shall apply to the Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to £2,000,000 or any other amount specified in the policy for Public and/or Products Liability whichever is the lower.

- (13) the amount of Compensation, Costs and Expenses shown in The Schedule as applying in respect of each and every event resulting in Damage to Property.

You will reimburse any such amount paid by Us.

- (14) (a) exposure to
- (b) inhalation of
  - (c) fears of the consequences of exposure to or inhalation of
  - (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos including any product containing Asbestos.

## Conditions

The following conditions apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

## Premium Adjustment

- (1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Earnings Index issued by the relevant government department. We may select an alternative measure if the index is unavailable.
- (2) Where it is stated in The Schedule that declarations apply
  - (a) You will, within one month after the Expiry Date shown in The Schedule, supply the information We require and
  - (b) We will adjust the premium for the expired period subject to any minimum premium(s) applying.

## Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all our liability that might otherwise arise from such defect or danger.

## Additional Endorsements

This Section extends to include the following Additional Endorsements, only if stated as applying in The Schedule.

### Additional Endorsements

#### C Products Supplied Restriction

We will not provide indemnity in respect of Products Supplied other than

- (a) the sale or supply of food and drink
- (b) the supply of office requisites
- (c) the disposal of furniture and office equipment previously used in the course of The Business.

#### E North American Products Supplied Exclusion

We will not provide indemnity in respect of Products Supplied which The Insured knew, knows or could be expected to know would be used within the United States of America or Canada.

#### G Erection of Buildings

We will only indemnify The Insured in respect of contracts, undertaken by The Insured, for the erection of buildings not exceeding ten metres in height and including any

- (a) partial or total demolition
- (b) road and footpath construction
- (c) laying pipes and drains forming part of the contract.

We will not provide indemnity in respect of piling work or the use of explosives.

#### H Erection, Alteration, Maintenance or Repair of Buildings

We will indemnify The Insured in respect of contracts, undertaken by The Insured, for the

- (1) erection, alteration, maintenance or repair of buildings not exceeding ten metres in height and including any
  - (a) partial or total demolition
  - (b) road and footpath construction
  - (c) laying pipes and drains forming part of the contract.
- (2) partial or total demolition of structures not exceeding four metres in height.

#### I General Builders

We will indemnify The Insured in respect of

- (1) (a) partial or total demolition
- (b) road and footpath construction
- (c) laying pipes, drains and sewers

only if this forms part of a contract undertaken by The Insured for the erection, alteration, maintenance or repair of buildings or structures.

- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of

- (a) piling work, water diversion or the use of explosives
- (b) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.

## **J Civil Engineering Contractors including Road and Sewer Contractors**

We will indemnify The Insured in respect of partial or total demolition

- (1) of structures as part of a contract, undertaken by The Insured, for erection, reconstruction, alteration, maintenance or repair.
- (2) of other structures not exceeding four metres in height.

We will not provide indemnity in respect of

- (a) piling work, water diversion or the use of explosives
- (b) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs
- (c) digging below the Depth Limit shown in The Schedule.

## **K Height Limit**

We will not provide indemnity in respect of work at a height where the drop exceeds the Height Limit shown in The Schedule.

## Policy Conditions

Each Section of the policy contains conditions. They must be read in conjunction with the following Policy Conditions which apply to all Sections unless otherwise stated.

### (1) Alteration of Risk

We will at Our option avoid the policy from the inception of this insurance where

- (a) there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, accident or injury  
or
- (b) Your interest ceases except by will or operation of law unless We have accepted the alteration.

### (2) Arbitration

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

### (3) Cancellation

- (a) 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.
- (b) 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 (a) or (b) above and provided that there have been no:

- (i) claim(s) made under the policy for which We have made a payment
- (ii) claim(s) made under the policy which are still under consideration

- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us.

during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

- (c) 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.
- (d) We may also cancel this policy at any time by sending 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:

- (i) claims(s) made under the policy for which We have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance.

### (4) Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) tell Us immediately of any event or occurrence which may result in a claim.

- (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.
- (c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury including the amount of the claim within
  - (i) 30 days or
  - (ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons of you becoming aware of the event or occurrence, or such further time that We may allow.
- (d) provide Us with all information and help We require in respect of the claim.
- (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.
- (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
- (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

## (5) Contribution

Applicable to Employers' Liability Section and Public and Products Liability Section

- (a) lithe insurance provided by these Sections is also covered by another

policy (or would be but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

Applicable to all other Sections insured by this policy

- (b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss
- (c) lithe other insurance is subject to a condition of Average and this policy is not this policy will become subject to the same condition of Average
- (d) lithe Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

## (6) Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity or
- (b) the Sum Insured or
- (c) a smaller amount for which a claim can be settled after deduction of any sum already paid.

We will not be liable for any further payment except for costs and expenses incurred prior to the payment of the claim or with our consent.

## (7) 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:

- (a) refuse to pay the claim,
- (b) recover from You any sums paid by Us to You in respect of the claim,
- (c) 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 (c) 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:

- (a) refuse to pay the claim,
- (b) 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),
- (c) 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 (c) 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.

## **(8) Identification**

The policy and The Schedule will be read as one contract.

## **(9) Non Disclosure, Misrepresentation or Misdescription**

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.

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

### **(10) Reasonable Precautions**

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair
- (b) take all reasonable precautions to prevent
  - (i) loss or destruction of or damage to the Property Insured

(ii) accident or injury to any person or loss, destruction or damage to their property.

- (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner
- (d) keep books with a complete record of purchases and sales.

### **(11) Reinstatement**

When We decide, or are required to reinstate or replace any property You will, at Your expense, provide any

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require.

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

The maximum amount We will pay in respect of any one item is the Limit of Indemnity or the Sum Insured for that item.

### **(12) Subrogation**

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- (a) enforce a right or remedy
- or
- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

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

### **(13) Index Linking**

#### **(a) Renewal**

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices. We may select alternative measures if any of these indices are unavailable

- (i) any building and tenants improvements item

The General Building Cost index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors

- (ii) other items

The Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department.

#### **(b) Claims**

These adjustments will continue during the

- (i) Period of Insurance
- (ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

### **(14) Long Term Undertaking**

Where a Section is stated in The Schedule to be subject to Long Term Undertaking a discount of 5% under that Section is allowed in consideration of You having provided an undertaking with effect from the date stated in The Schedule to offer annually for a period of three years the insurance under the Section on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually in advance, it being understood that:

- (a) We shall be under no obligation to accept an offer made in accordance with such an undertaking

- (b) the Sums Insured may be reduced at any time to correspond with any reduction in value or reduction in The Business.

The discount does not apply to any inspection fees charged under the Engineering Section of this policy.

The above mentioned undertaking applies to any policy which may be issued by Us in substitution for this policy and the same discount shall be allowed.

### **(15) Subjectivity**

The policy, the application form, statement of fact and/or declaration made by You, and The Schedule, should be read together and form the contract of insurance between You (The Policyholder,) and Us (Aviva).

- (a) We will clearly state in The Schedule if the Cover provided by the policy is subject to You:
  - (i) providing Us with any additional information requested by the required date(s),
  - (ii) completing any actions agreed between You and Us by the required date(s),
  - (iii) allowing Us to complete any actions agreed between You and Us.

- (b) If required by Us, You must allow Us access to The Premises, Your Contract Sites, and/or The Business, to carry out survey(s), within 60 days of the inception or renewal date, unless We agree otherwise in writing.

Upon completion of these requirements (or ii they are not completed by the required dates), We may, at Our option:

- (i) modify Your premium,
- (ii) issue a mid-term amendment to Your policy or Section terms and conditions,

- (iii) require You to make alterations to The Premises insured by the required date(s),
- (iv) exercise Our right to cancel Your policy,
- (v) leave the policy or Section terms and conditions, and Your premium, unaltered.

We will contact You with Our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved:

- (i) 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 the unexpired period of cover
- (ii) We may, at Our option, exercise Our right under Policy Condition (3) Cancellation.

Except where stated all other policy and Section terms and conditions will continue to apply.

The above conditions do not affect Our right to void the policy if We discover information material to Our acceptance of the risk. Please refer to the **IMPORTANT** note within The Contract of Insurance page of Your policy booklet.

## Policy Exceptions

Each Section of the policy contains exceptions. They must be read in conjunction with the following Policy Exceptions which apply to all Sections unless otherwise stated.

We will not provide indemnity in respect of

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
  - (a) 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
  - (b) nationalisation, confiscation, requisition, seizure or destruction by any government or any public authority
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

However,

- (1) exceptions (1) (a) (b) and (c) do not apply to the following Sections, when insured by this policy
  - (a) Employee Dishonesty
  - (b) Terrorism
  - (c) Employers' Liability
  - (d) Professional Indemnity
  - (e) Directors and Officers.
- (2) exception (1) (b) does not apply to the following Sections, when insured by this policy
  - (a) Public and Products Liability
  - (b) Personal Accident.
- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability

- (a) directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- (b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
  - (i) dispersing radioactive material and/or ionising radiation  
or
  - (ii) using atomic or nuclear fission and/or fusion or other like reaction.

However,

- (1) exception (2) (b) does not apply to the following Sections, when insured by this policy
  - (a) Employers' Liability
  - (b) Public and Products Liability
  - (c) Personal Accident
  - (d) Business Travel.
- (2) in relation to the Employers' Liability Section, exception (2) (a) only applies when You under a contract or agreement have undertaken to
  - (a) indemnify another party
  - (b) assume the liability of another party.
- (3) exceptions (2) (a) and (b) do not apply to the following Sections, when insured by this policy
  - (a) Employee Dishonesty
  - (b) Terrorism
  - (c) Professional Indemnity
  - (d) Directors and Officers.

- (3) (a) Money
- (b) securities or bonds
- (c) jewellery or precious stones
- (d) precious metals or bullion
- (e) furs or curios
- (f) rare books or works of art
- (g) goods held in trust or on commission
- (h) documents or manuscripts
- (i) business books or computer systems records
- (j) explosives
- (k) property in transit

unless specifically mentioned.

However, exceptions (3) (a) to (k) do not apply to the following Sections, when insured by this policy

- (1) Terrorism
- (2) Employers' Liability
- (3) Public and Products Liability
- (4) Commercial Legal Protection.
- (4) any claim which arises directly or indirectly from or consists of the failure or inability of any
  - (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
  - (b) media or systems used in connection with anything referred to in (a) 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 and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate,

interpret transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) 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
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

- (1) 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 Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section
  - (a) Property Damage
  - (b) Money and Assault
  - (c) Engineering
  - (d) Business Interruption
  - (e) Book Debts.
- (2) exceptions (4) (a) and (b) do not apply to the following Sections, when insured by this policy
  - (a) Employee Dishonesty
  - (b) Loss 01 Licence
  - (c) Terrorism
  - (d) Employers' Liability
  - (e) Personal Accident
  - (f) Professional Indemnity
  - (g) Directors and Officers.

## Definition

The following definition only applies to this exception 'Defined Contingency' fire, lightning, explosion, aircraft and other aerial 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.

(5) any claim (other than in respect of Personal Injury as defined under the Public and Products Liability Section) arising directly or indirectly from, or in connection with, or consisting of

(a) Loss of Data

However, We will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of Loss of Data, which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such claim is insured under that Section

- (i) Property Damage - Specified Contingencies
- (ii) Property Damage - All Risks
- (iii) Business All Risks
- (iv) Money and Assault
- (v) Business Interruption.

Exception (5) (a) does not apply to the Public and Products Liability Section, when insured by this policy.

(b) any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with: Virus or Similar Mechanism, Denial of

Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

However, We will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials, which is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section

- (i) Property Damage - Specified Contingencies
- (ii) Property Damage - All Risks
- (iii) Business All Risks
- (iv) Money and Assault
- (v) Business Interruption.

Exceptions (5) (a) and (b) do not apply to the following Sections, when insured by this policy

- (1) Computer
- (2) Engineering
- (3) Employee Dishonesty
- (4) Loss of Licence
- (5) Terrorism
- (6) Employer's Liability
- (7) Commercial Legal Protection
- (8) Professional Indemnity
- (9) Directors and Officers
- (10) Personal Accident.





**Underwritten by, Aviva Insurance Limited**

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