



Your Commercial Combined Insurance Policy



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The Contract of Insurance

In return for You having paid or agreed to pay the premium, We will provide the cover set out in this policy, to the extent of and subject to the terms contained in or endorsed on this policy.

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 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:

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



Introduction

Welcome to Aviva. We are committed to providing a first-class service. Aviva has the experience and longevity of a company who can trace its roots back to the establishment of the Hand in Hand Fire & Life Insurance Society in London in 1696.

This is your Commercial Combined Insurance policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in The Schedule, the information you have provided and the declaration you have made. Please read the policy and The Schedule carefully to ensure that the cover meets your requirements, and the details on The Schedule are correct.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments. Your insurance adviser's details are:

ARTHUR J GALLAGHER - EXETER BURRATOR
GROUND FLOOR
MILFORD HOUSE
PYNES HILL
EXETER, EX2 5AZ

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.

Use of Language

All communications relating to this contract will be in English.



Cover

We will provide cover to The Insured for legal liability to pay Compensation, Costs and Expenses for accidental

- (1) Personal Injury
- (2) Damage to Property
- (3) 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, for any claim brought in the United States of America, or any territory within its jurisdiction, or Canada the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

Clauses

These clauses apply and are stated in The Schedule

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) 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.

Buildings Temporarily Occupied

We will provide cover for legal liability for accidental Damage to premises (and their contents) temporarily occupied by The Insured for the purpose of carrying out The Business.

We will not provide cover for Damage to

- (1) premises and their contents which You own or which are loaned, leased, hired or rented to The Insured or any other party who is carrying out work on Your behalf
- (2) The Works.

Consumer Protection Act 1987 and Food Safety Act 1990

We will provide cover to The Insured for

- (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 cover

- (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) for proceedings which result from any deliberate act or omission by You
- (3) where cover is provided by another insurance policy.

Contractual Liability

We will provide cover for 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 cover for any agreement for or including the performance of work outside The Defined Territories.

Corporate Manslaughter and Corporate Homicide Act 2007

We will provide cover for

- (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 cover

- (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 result from any deliberate act or omission by You or which relate to any Employee
- (3) in respect of any fines or remedial or publicity orders or any steps required to be taken by such orders

(4) where cover is provided by another insurance policy.

Cross Liabilities

We will provide cover for 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 covered.

Data Protection

We will provide cover for

- (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 stated in The Schedule.

We will not provide cover for

- (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
 - (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.
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Defective Premises

We will provide cover for legal liability for accidental Bodily Injury or Damage to Property arising under the Defective Premises Act 1972 or 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 cover for the cost of rectifying any defect or alleged defect in such premises.

Employees' and Visitors' Personal Belongings

We will provide cover for 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 cover where 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.
-

Health and Safety Legislation

We will provide cover for

- (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 cover

- (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 or which relate to the health and safety of any Employee
- (3) where cover is provided by another insurance policy.

Hired or Rented Premises

We will provide cover for 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 cover for

- (1) the first amount, stated in The Schedule, 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.

Libel and Slander (In House Publications)

We will provide cover to The Insured for Compensation, Costs and Expenses as a result of any

- (1) libel in any In House Publication
- (2) slander made in the course of The Business
- (3) infringement of any trademark, registered design, copyright or patent right arising from the contents of any In House Publication
- (4) slander of title to goods.

This cover only applies to claims made against The Insured during the currency of this Clause or within 12 months of its expiry, provided the cause of the claim occurred while this Clause was in force.

All claims arising out of one cause, whether or not all such claims are made against The Insured in the same Period of Insurance, will be treated as one claim.

The maximum We will pay, inclusive of Costs and Expenses in any one Period of Insurance is stated in The Schedule.

We will not provide cover for

- (1) withdrawing, recalling or replacing any In House Publication
- (2) liability imposed on The Insured solely by reason of the terms of any contract conditions or agreement
- (3) actions brought in a court of law outside of The Defined Territories
- (4) ten percent of each and every claim.

Definition

For the purposes of this clause, the following definition applies.

In House Publication

Any written material produced in the course of The Business and solely distributed to Employees.

Motor Contingent Liability

We will provide cover for legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or attached trailer which is

- (1) not owned or provided by, or loaned, leased, hired or rented to You, and
- (2) being used in connection with The Business in The Defined Territories.

We will not provide cover

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

Overseas Personal Liability

We will provide cover to You and, at Your request, any director, partner or Employee of Yours for 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 cover any accompanying spouse and children.

Where You are an individual, this cover 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 cover

- (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 cover is provided by another insurance policy.

Payment for Court Attendance

We will compensate You if, at Our request, You, or 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 cover.

The maximum We will pay, per day, for You, each director, partner or Employee is stated in The Schedule.

Conditions

Policy Conditions can be found at the back of this document

Premium Adjustment

Where it is stated in The Schedule that declarations apply You will, within one month after the Expiry Date shown in The Schedule, supply the information We require and 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.

Exceptions

Policy Exceptions can be found at the back of this document

We will not provide cover for

- (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 eight 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(if applicable)
 - (ii) the loading or unloading of any such vehicle, trailer or plant where cover is not provided by another insurance policy
- (3) Damage to Property
 - (a) which You own or which is loaned, leased, hired or rented to The Insured
 - (b) which is held in trust or in the custody or control of The Insured or any other party who is carrying out work on Your behalf
other than in the circumstances described in the Hired or Rented Premises Clause, the Employees' and Visitors' Personal Belongings Clause or the Buildings Temporarily Occupied Clause
 - (c) which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions
- (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating Products Supplied (other than Products Supplied under a separate contract) or The Works
- (5) recalling or making refunds in respect of Products Supplied or 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) liquidated damages, penalty clauses, fines, or aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages

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- (11) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied
- (12) the amount of Compensation, Costs and Expenses shown in The Schedule as The Excess. You will reimburse any amount paid by Us
- (13) (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
- (14) any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with
(a) Virus or Similar Mechanism
(b) Denial of Service Attack
(c) unauthorised access to or use of Computer and Electronic Equipment
However We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded
- (15) any consequence 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 Terrorism 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 (15)(a) and/or (15)(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 exclusions in (15) (a) and (15) (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
(a) the Terrorism Limit of Indemnity stated in The Schedule in respect of any one event or all events consequent on or attributable to one original cause
(b) the Terrorism Limit of Indemnity stated in The Schedule in respect of all events happening in any one Period of Insurance in respect of Products Supplied.
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Definitions

Policy Definitions can be found at the back of this document

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 any Coroner's Inquest or Fatal Accident Inquiry or 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 claimants legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of cover under this Section.

Damage

Physical loss, destruction, damage.

Personal Injury

Bodily Injury, wrongful arrest, detention or imprisonment, eviction, accusation of shoplifting.

Pollution or Contamination

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

Products Supplied

Anything which is manufactured, sold, supplied, processed, altered or treated, repaired, serviced or tested, 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 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 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.

The Excess

The amount(s) specified in Your policy or The Schedule which You will bear. You will repay any such amount paid by Us.

The Insured

- (1) You and Your personal representatives in respect of legal liability You incur
- (2) At Your request, including the personal representatives of these persons
 - (a) any director, partner or Employee of Yours
 - (b) the officers, committees and members of Your canteen, social, sports, educational and welfare organisations, 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
for legal liability for which You would have been entitled to cover if the claim had been made against You.

Each covered 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 covered.

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 Products Supplied and 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 all materials incorporated or to be incorporated, plant, tools, equipment and temporary buildings used, or to be used, for the period during which You are responsible under contract conditions.

Policy Conditions

The following Policy Conditions apply in addition to the conditions contained in each Section of the policy.

Alteration of Risk

If 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, destruction, damage, accident or injury or Your interest ceases except by will or operation of law, We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

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 jointly appointed in accordance with statutory provisions.

Cancellation

- (1) You may cancel this policy at any time after the date We have received the premium by providing 30 days notice in writing to Us.
- (2) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in your Aviva credit agreement.

If Your policy is cancelled under (1) or (2) above and provided that there have been no:

- (a) claim(s) made under the policy for which We have made a payment
- (b) claim(s) made under the policy which are still under consideration
- (c) incident(s) which You are aware of and 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.

- (3) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
- (4) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

- (a) claim(s) made under the policy for which We have made a payment
- (b) claim(s) made under the policy which are still under consideration
- (c) incident(s) which You are aware of and 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.

Contribution

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

If the insurance provided by these Sections is also covered by another policy (or would 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.

- (1) 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.
- (2) If the 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.
- (3) If the 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.

Discharge of Liability

We may at any time pay the Limit of Indemnity or the Sum Insured or a smaller amount for which a claim can be settled after deduction of any sum already paid. We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

Fraud

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

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us to You in respect of the claim,

- (3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

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

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

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

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

Identification

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

Index Linking

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted at Renewal in line with any increase in the level of such suitable recognised index or indices as We select.

In the event of a reduction in the level of such index or indices We will retain your existing amounts insured unless You advise Us otherwise.

These adjustments will continue during the Period of Insurance, period of repair, replacement or reinstatement.

Non Disclosure, Misrepresentation or Misdescription

(1) Before this policy was entered into

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

- β where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- β where the breach was neither deliberate nor reckless, and but for the breach:
 - β 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
 - β 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
 - β We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

(2) Before a variation was agreed

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

- β 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;
- β where the breach was neither deliberate nor reckless, and but for the breach:
 - β 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
 - β 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
 - β 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 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.

Reinstatement

When We decide, or are required to reinstate or replace any property, You will at Your expense provide plans, documents, books, and/or any 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 one item is the Limit of Indemnity or Sum Insured for that item.

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.

Severability of Interest

Applicable to all Sections other than the Employers' Liability Section and the Public and Products Liability Sections, 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

- (1) Loss Limit;
 - (2) Total Sum Insured;
 - (3) Sum Insured;
 - (4) Limits of Liability;
 - (5) Total Cover Limit; or
 - (6) 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.

Subrogation

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

Policy Exceptions

The following Policy Exceptions apply to all Sections unless otherwise stated and in addition to the exceptions contained in each Section of the policy.

We will not provide cover in respect of

- (1) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
 - (a)
 - (i) 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
 - (ii) mutiny or military uprising, martial law
 - (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above

However,

- (1) exception (1) (a) (ii) shall only apply in respect of the Property Damage, Business All Risks, Money and Assault, Goods in Transit, Contract Works, Machinery, Plant and Equipment, Computer, Cyber, Business Interruption Sections, when insured by this policy
- (2) exceptions (1) (a) (b) and (c) do not apply to the Terrorism and Employers' Liability Sections, when insured by this policy
- (3) exception (1) (b) does not apply to the Public and Products Liability Section or the Group Personal Accident Section when insured by this policy.
- (4) exceptions (1) (a) and (1) (c) do not apply to the Group Personal Accident Section and Business Travel Sections, when insured by this policy, while the Insured Person is actually engaged on an Insured Journey abroad.
- (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 directly or indirectly caused by or contributed to by or arising from
 - (a)
 - (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste 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) the use of any weapon or device
 - (i) dispersing radioactive material and/or ionising radiation, or
 - (ii) using atomic or nuclear fission and/or fusion or other like reaction
 - (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of The Business for the purposes for which they were intended

However,

- (1) exception (2) (b) does not apply to the Employers' Liability and Public and Products Liability Sections when insured by this policy
- (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, or
 - (b) assume the liability of another party.
- (3) exceptions (2) (a) and (2) (b) do not apply to the Terrorism Section when insured by this policy
- (3) Money, negotiable instruments and specie, securities and bonds, jewellery, precious stones and metals, bullion, furs, curios and antiques, rare books, works of art, goods held in trust or on commission, documents, manuscripts, business books, computer systems records, explosives and hazardous substances, property in transit unless specifically mentioned.

However, Exception (3) does not apply to the Terrorism, Commercial Crime, Employers' Liability, Public and Products Liability and Commercial Legal Protection Sections when insured by this policy.

- (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, telecommunications equipment or systems, or any similar device
 - (b) media or systems used in connection with anything referred to in (4) (a) abovewhether 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 the Property Damage, Business All Risks, Money and Assault, Goods in Transit, Contract Works, Machinery, Plant and Equipment, Computer, Cyber and Business Interruption Sections, but only to the extent that such claim would otherwise be insured under that Section.
- (2) exceptions (4) (a) and (4) (b) do not apply to the Terrorism, Commercial Crime, Employers' Liability and Group Personal Accident Sections when insured by this policy.

Definition

The following definition only applies to this exception

'Defined Contingency'

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

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, except when used in the sections of this policy headed 'Policy Introduction', 'Contents', 'Contact Details for Claims and Help', 'Complaints Procedure' and 'Important Information' and in headings and titles.

Aggregate Deductible Limit

The amount specified in The Schedule being the total of all Deductible amounts that You will be responsible for during the Period of Insurance after allowance has been made for any Non-Ranking Deductible amounts.

Buildings

The building including:

- (1) landlords' fixtures and fittings, annexes and outbuildings
- (2) walls, gates and fences, car parks, barriers, forecourts, roads and pavements
- (3) underground pipes, cables and wires.

Combined Deductible

The amount specified in The Schedule for which You will be responsible in respect of any one occurrence and which will be deducted from the total amount payable under any one or a combination of the Sections of this policy, after the application of all other terms and conditions of this policy including any Average condition.

The Schedule will state if a Deductible is combined and which Sections it applies to.

In the event of any Aggregate Deductible Limit being exceeded, then the amount shown in The Schedule as the Drop-Down Deductible will be deemed to be the Deductible in respect of all claims during the remainder of the Period of Insurance.

Deductible amounts are exclusive of any Limits of Liability stated in The Schedule and/or policy unless otherwise stated.

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, telecommunications equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

Data

All information which is electronically stored or represented, or 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.

Debris Removal

Costs and expenses necessarily incurred by You with Our consent for removal of debris, dismantling, demolishing, shoring or propping up of the parts of property which have suffered Damage insured under this Section.

We will not provide cover for costs or expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (2) arising from pollution or contamination of property not insured by this Section.

Deductible(s)

The amount specified in The Schedule for which You will be responsible and which will be deducted from each and every claim, after the application of all other terms and conditions of this policy including any Average condition.

In the event of any Aggregate Deductible Limit being exceeded, then the amount shown in The Schedule as the Drop-Down Deductible will be deemed to be the Deductible in respect of all claims during the remainder of the Period of Insurance.

Deductible amounts are exclusive of any Limits of Liability stated in The Schedule and/or policy unless otherwise stated.

Defined Contingencies

- (1) fire
- (2) lightning
- (3) explosion

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

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 to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

Drop-Down Deductible

The amount shown in The Schedule which replaces the Deductible during the remainder of the Period of Insurance, in the event of an Aggregate Deductible Limit being exceeded.

Employee(s)

Any person who is

- (1) under a contract of service or apprenticeship with You, borrowed by or hired to You, a labour master or supplied by a labour master, employed by labour only sub-contractors, self-employed, under a work experience or training scheme, a voluntary helper while working under Your control in connection with The Business
 - (2) outworker or homeworker when engaged in work on Your behalf.
-

Excess / Excesses

The amount(s), to be deducted after the application of any Average condition, specified in Your policy or The Schedule which We will deduct from each and every claim at each separate premises. You will repay any such amount paid by Us.

Failure

Any partial or complete reduction in the performance, availability, functionality or the ability to recognise or process any date or time of any Computer and Electronic Equipment, electronic means of communication or website.

Fees

Architects' surveyors, consulting engineers' legal and other fees necessarily incurred in the reinstatement of Property Insured following Damage by any contingency insured against but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorised under the scales of the various institutions and/or bodies relating to such charges.

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 Computer and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

Machinery Plant and All Other Contents

Machinery and plant, fixtures and fittings, garden furniture and All Other Contents, Your property or held by You in trust including your interest in any Tenants improvements, fixtures and fittings, structural alterations, additions and decorations.

Money

Any physical coin and/or bank currency note, postal and money order, bankers' draft, cheque and giro cheque, crossed warrant, bill of exchange and securities for money, postage, revenue, national insurance and holiday with pay stamp, national insurance and holiday with pay card, national savings certificate, war bond, premium savings bond and franking machine impression, credit company sales voucher, luncheon voucher and trading stamp, VAT invoice, all of which are current and legal tender.

Non-Ranking Deductible

The amount of non-ranking deductible will be shown in The Schedule. Any claims below this amount will not contribute to the erosion of the Aggregate Deductible Limit.

Claims above the non-ranking deductible amount, up to the amount of the Deductible, will contribute towards the erosion of the Aggregate Deductible Limit in full.

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.

Prescribed Territories

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man.

Stock and Materials in Trade

Stock and Materials in Trade belonging to You or held by You in trust or on commission for which You are responsible, at The Premises. Declarations, if applying, will be stated in The Schedule.

The Business

Activities directly connected with the business specified in The Schedule.

The Premises

The premises specified in The Schedule.

The Schedule

The document(s) which specifies details of The Policyholder, The Premises, Insured Persons, Property Insured, Sums Insured, Limits of Indemnity and any Excess(es), Operative Time of Cover and any Deferment Period(s), Endorsements and Conditions applying to this policy.

Unattended Vehicle

Any vehicle where neither You or any person(s) authorised by You are able to keep the vehicle under observation and able to observe and reasonably prevent any attempt to interfere with it.

Unoccupied

Any building or portion of a building that is

- (1) not physically occupied by You or Your Employees during Your normal working hours, and/or
- (2) not used for the purposes of The Business, and/or
- (3) empty, vacant, disused, untenanted or unfurnished, and/or
- (4) awaiting refurbishment, redevelopment, renovation or demolition

for a period in excess of 45 consecutive days.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

We / Us / Our / Aviva

Aviva Insurance Limited.

You / Your / The Policyholder

The person, persons, company, companies, partnership, partnerships or unincorporated association, named in The Schedule as The Policyholder.

Complaints Procedure

What to do if you are unhappy

If you have a complaint about this insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser. You can write or telephone, whichever suits you, and ask your contact to review the problem. Your insurance adviser may ask Aviva to handle your complaint.

What will happen if you complain

If your complaint is not resolved quickly:

- ü Your complaint will be acknowledged promptly.
- ü A dedicated complaint expert will be assigned to review your complaint.
- ü A thorough and impartial investigation will be carried out.
- ü You will be kept updated of the progress.
- ü Everything will be done to resolve things as quickly as possible.
- ü A written response will be sent to you within eight weeks of receiving your complaint, this will inform you of the results of the investigation or explain why this isn't possible.

Where your concerns are unable to be resolved or have not been resolved within eight weeks, 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, where you will find further information.

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

Customers with Disabilities

All documentation is also available in large print, audio and braille. If you require any of these formats, please contact your insurance adviser.

