

# Your Digital Plant and Equipment Policy

**Please keep this document safe and  
refer to it if you need to make a claim.**

If you need this document in an alternative  
format, please speak to your insurance adviser.

## Contents

This policy consists of individual sections. You should read this policy in conjunction with the schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

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## Introduction

Welcome to Aviva. We are committed to providing a first-class service. Aviva is one of the UK's largest insurers with over 200 years' experience in the insurance industry.

This is your 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.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments.

## Contact Details for Claims and Help

### 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.

### Claims Service

During the hours of 9am to 5pm Monday to Friday please call: **0800 015 1498**

Or e-mail us at: **[engineering.claims@aviva.com](mailto:engineering.claims@aviva.com)**.

Or write to us at: **Aviva Engineering Claims, 4th Floor, The Observatory, Chapel Walks, Manchester, M2 1HL.**

In all cases, please quote your policy number.

### Legal and Tax Helpline

**0345 300 1899**

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom.

This service, given in confidence, is included as part of your insurance policy.

### Risk Solutions Helpline

**0345 366 6666**

Call for advice on safety, fire, security and other issues that can affect your business. Most enquiries can be dealt with over the telephone, but if we can't give you an immediate answer, we will deal with your enquiry as quickly we can. This service is available during office hours with an answering service outside these times.

### Commercial Legal Protection

**0345 300 1899**

Please call the helpline for legal advice as soon as you are aware of an incident. Please have your policy number to hand.

If you think you may need to claim, please call the helpline to request a claim form. We can only proceed with your claim when we have details of the incident in writing. A claim form is available to download at **[www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection)**.

### Counselling Service Helpline

**0117 934 0105**

This is a confidential service available to your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

## Aviva Business Law

Website - <https://avivabusinesslaw.farill.io/>

This service (provided by DAS Businesslaw and powered by Farillio) is built specifically to help businesses manage a wide range of business and legal issues. You'll get access to:

- unlimited legal advice via the legal advice helpline
- a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help you with the day-to-day running of your business, as well as helping you to manage your exposure to legal risk
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- topics range from branding, crowdfunding, financial and tax planning, to marketing strategy to help build and grow your business
- email alerts on changes in law, legislation and regulation

To register:

1. Visit <https://avivabusinesslaw.farill.io/>
2. Enter the voucher code DASBAVI100 into the 'First time using Aviva Businesslaw?' box and click 'Validate Voucher'
3. Fill out your name, email address, and create a password
4. Validate your email address by pressing the link in the confirmation email that you receive.

## Aviva Risk Management Solutions (ARMS)

A dedicated service to help UK businesses manage their risks - keeping them compliant, helping prevent loss and ultimately control cost.

- ARMS offer a wide range of training and consultancy services from simple, cost effective e-Training through to bespoke on site consultancy
- Generous discounts off a menu of products and services to help prevent accidents and losses occurring and protect businesses via the Preferred Supplier Network.

For more information visit <https://www.aviva.co.uk/yourbusiness/risk-management/>

## Complaints Procedure

### What to do if you are unhappy

If You have a complaint about this insurance please contact your insurance adviser. Contact details can be found on Your insurance documents. Your insurance adviser may ask Aviva to handle Your complaint.

### What will happen if you complain

If your complaint is not resolved quickly:

- Your complaint will be acknowledged promptly.
- A dedicated complaint expert will be assigned to review Your complaint.
- A thorough and impartial investigation will be carried out.
- You will be kept updated of the progress.
- Everything will be done to resolve things as quickly as possible.
- 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](http://www.financial-ombudsman.org.uk), where You will find further information.

## 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.

## 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 [www.fscs.org.uk](http://www.fscs.org.uk)

## Use of Language

All communications relating to this contract will be in English.

## 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.

## 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 You have provided and/or the application form;
- the information contained in the Statement of Fact issued by Us;
- the policy schedule;
- any notice issued by Us at renewal;
- 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.

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:

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

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

***This wording consists of individual Covers. The Schedule confirms the Covers You have purchased and are insured under and gives precise details of Your insurance protection.***

## Plant and Equipment Cover

### Damage to the Property Insured

We will cover You for Damage to the Property Insured for the following Contingency during the Period of Insurance and occurring within the Prescribed Territories or at The Premises.

The maximum We will pay will be the Limit of Indemnity shown in The Schedule

- (1) against each item
- or

- (2) as the maximum for any one event or series of events arising out of one occurrence of Damage.

Plus, any additional sums stated by a Clause.

The Excess that applies for such Damage will be the amount stated in The Schedule.

### Contingency

- (1) All risks in respect of Your plant and equipment
- (2) Legal Liability in respect of hired in plant and equipment

## Additional Covers for Plant and Equipment Cover

### Construction Plant-Hire Association Contract Lift Cover

We will cover You for Your liability under the Construction Plant-hire Association Contract Lift Conditions for Damage to

- (1) Your Property Insured
- (2) contract goods (as defined in the Construction Plant-hire Association Contract Lift Conditions).

The maximum We will pay for Damage to contract goods is stated in The Schedule.

### Loss of Fuel from Bowsers

We will cover You for

- (1) loss of fuel
- (2) the costs and expenses necessarily and reasonably incurred in mopping up and cleaning operations following loss of fuel

from fuel bowsers forming part of the plant and equipment

We will not cover You

- (1) in respect of Damage caused by theft or attempted theft unless involving forcible and violent means
- (2) for loss of fuel caused by evaporation, seepage, overflowing or any form of normal trade loss.

The maximum We will pay in respect of any one claim is stated in The Schedule.

The Excess that applies for such Damage will be the amount stated in The Schedule.

### Loss of Keys

We will cover You in respect of the cost of replacing the cylinder of the lock of any immobilising device which is permanently fitted to Your plant and equipment as a result of the key to the device having been lost or stolen.

The maximum We will pay in respect of any one claim is stated in The Schedule.

For this clause the Excess is reduced to nil.

## Clauses

***These clauses apply to the Plant and Equipment Cover and are in The Schedule***

### Additional Property Insured

We will cover You for Damage to additional plant and equipment of a similar type to that stated in The

Schedule as Your plant and equipment provided that You

- (1) tell Us of any additional plant and equipment before the end of the Period of Insurance in which it was acquired and ready for use and pay any agreed additional premium
- (2) comply with current law for the examination and certification before it is used.

We will not cover You for

- (1) plant and equipment that is unsuitable for its purpose
- (2) material defects that You are aware of in the additional plant and equipment
- (3) any item stated in Exception (3) unless agreed by Us.

The maximum We will pay for any one claim is stated in The Schedule.

This clause does not apply to any item(s) of Specified Plant and Equipment.

### Anti-Theft Devices

We will cover You in respect of Damage to any anti-theft, locating or tracking device that is permanently fitted to the Property Insured.

The maximum We will pay in respect of any one claim is stated in The Schedule.

The Excess that applies for such Damage will be the amount stated in The Schedule.

### Automatic Reinstatement of Sum Insured

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

You must pay the additional premium required to reinstate the Sums Insured.

### Contents within Site Huts or Temporary Buildings

We will cover You in respect of Damage to Your contents including installed computer and audio visual equipment within site huts or temporary buildings forming part of the plant and equipment.

We will not cover You in respect of Damage caused by theft or attempted theft unless involving entry into or exit from the site hut or temporary building by forcible and violent means.

The maximum We will pay in respect of any one claim is stated in The Schedule.

### Debris Removal

We will cover You in respect of costs and expenses necessarily incurred by You with Our consent for removal of debris from, or dismantling, shoring or propping up of, the parts of the Property Insured or other property which has suffered Damage insured under this cover.

The maximum We will pay in respect of any one claim is stated in The Schedule.

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 Insured or other property not insured by this cover.

## Immobilised Property

We will cover You in respect of the reasonable cost of recovery or withdrawal of plant and equipment which has been unintentionally immobilised solely due to adverse ground conditions. For the avoidance of doubt, we will not provide cover where the immobilisation is in whole or in part due to electrical or mechanical breakdown or derangement.

The maximum We will pay will be no greater than the amount that would be payable under the terms of this policy if the recovery or withdrawal costs had not been incurred less the cost of any covered Damage.

## Incidental Hiring Out

We will cover You in respect of Damage to any item of plant and equipment

- (1) occurring on a site within the Prescribed Territories at which You are carrying out work under a Contract and
- (2) while such item is hired or loaned to another contractor on the same site.

The maximum We will pay in respect of any one claim is stated in The Schedule.

## Loss Avoidance Measures

We will cover You in respect of reasonable costs and expenses incurred by You to avoid or mitigate Damage to the Property Insured which would otherwise be inevitable provided that

- (1) the impending Damage does not stem from any reasonably foreseeable or gradually developing cause and We are satisfied that Damage has been avoided or mitigated as a result of the measures taken
- (2) the Policy terms exceptions clauses and conditions shall apply as if Damage had occurred.

The maximum We will pay in respect of any one claim is stated in The Schedule.

## Property Insured Hired Out – Pursuit of Recovery

We will cover You for legal costs incurred with Our written consent in pursuit of rights of recovery against any hirer of the Property Insured.

## Property on Demonstration or Free Loan

We will cover You in respect of Damage to Property Insured that is of a similar nature or type to the Property Insured as stated in The Schedule that is on demonstration or free loan to You for a period not exceeding that stated in The Schedule.

The maximum We will pay for any one claim is stated in The Schedule.

## Protection and Removal

We will cover You for the reasonable costs of the protection and removal of the Property Insured to a location agreed by Us and the transportation to You after repairs provided that the Property Insured has suffered Damage insured by this cover.

## Repair Investigation Costs

We will at Our option pay any repair investigation costs including consulting engineer fees necessarily and reasonably incurred in the repair or replacement of Your plant and equipment provided that Damage insured by this cover has occurred.

The maximum We will pay in respect of any one claim is stated in The Schedule.

## Temporary Removal

We will cover You for Damage to the plant and equipment whilst temporarily removed anywhere in the European Economic Area for a period not exceeding that stated in The Schedule.

The maximum We will pay in respect of any one claim is stated in The Schedule.

## Temporary Repair Costs and Expediting Expenses

We will, at Our option, pay additional costs and expenses incurred in

- (1) making temporary repairs to the Property Insured
- (2) ensuring the Damage to Property Insured is repaired as soon as possible.

The maximum We will pay in respect of any one claim is stated in The Schedule.

## Windscreen Excess

For any claim for Damage to the windscreen or windows of the plant and equipment the Excess is reduced to the amount shown in The Schedule.

## Basis of Claim Settlement - Plant and Equipment

### Reinstatement

Where Damage occurs to Your plant and equipment and the property insured is

- (1) lost or destroyed, We will pay for its replacement by similar property in a condition as good as, but not better than, its condition when new
- (2) damaged, We will pay for its replacement or repair so that its working condition is as good as, but not better than, its condition when new. However, We will not pay more than We would have done if Your plant and equipment had been completely destroyed.

The work of reinstatement must begin and be carried out as quickly as possible; providing this will not increase the maximum We will pay.

We will not provide cover if parts necessary for repairs are not available at the manufacturers listed prices.

However, We will pay for the cost of an equivalent repair to similar property for which parts are available at manufacturers listed prices.

We will not provide cover if

- (1) You do not incur the cost of replacing or repairing Your plant and equipment or
- (2) someone acting on Your behalf has insured Your plant and equipment under another policy which does not have a similar basis of reinstatement or
- (3) You do not comply with any of the terms of this Clause or
- (4) Damage occurs to Your plant and equipment at a date after 24 months after the date of purchase by You as new of Your plant and equipment.

However, the Basis of Claim Settlement – Indemnity will apply.

### Indemnity

The basis upon which We will calculate the amount We will pay in respect of any claim for Your plant and equipment will, at Our option, be

- (1) the cost of replacement or repair of Your plant and equipment that is lost, destroyed or damaged, to a condition as good as, but not better than, its condition immediately prior to the Damage, or

(2) the reduction in value of Your plant and equipment unless the Basis of Claim Settlement Reinstatement Clause or any other alternate Basis of Claim Settlement is stated to apply.

## Conditions

**The following conditions apply to the Plant and Equipment Cover in addition to the Policy Conditions at the back of this policy.**

### Average of Your Plant and Equipment

If at the time of Damage, the Sum Insured is less than 80% of the total current market value of Your plant and equipment, You will be responsible for the difference and bear a proportionate share of the loss at the time of Damage.

### Premium Adjustment Hired In Plant and Equipment Cover

Where You have selected hired in plant and equipment cover You will, within one month after the expiry date shown in The Schedule, supply the actual Hiring Charges incurred by You for plant and equipment hired by You.

We will adjust the premium for the expired period subject to any minimum premium(s) applying and where the actual Hiring Charges

- (a) exceed the Estimated Hiring Charges stated in The Schedule, You will pay a pro-rata additional premium to Us
- (b) are less than the Estimated Hiring Charges stated in The Schedule, We will allow a pro-rata return to You of up to 50% of the premium paid.

### Property Insured Hired Out

If in relation to any claim You have failed to fulfil the following condition We will not pay that claim.

When the Property Insured is hired out You must do so under written conditions that make the hirer responsible for Damage to the Property Insured to at least the same extent as either the Construction Plant-Hire Association Model Conditions or the Scottish Plant Owners Association Model Conditions.

## Exceptions

**The following exceptions apply to the Plant and Equipment Cover in addition to the Policy Exceptions at the back of this policy.**

We will not cover You in respect of

- (1) Damage caused by or consisting of
  - (a) mechanical or electrical breakdown, failure, breakage or derangement of Your plant and equipment
  - (b) gradual deterioration or wear and tear or gradually developing defects.

However, We will cover You for any subsequent Damage which results from a cause not otherwise excluded.

- (2) Damage to the Property Insured whilst being used by You in connection with any of the following activities or trades unless that activity or trade is stated in the description of The Business
  - (a) reclamation, recycling, scrap, waste, or skip hire
  - (b) aggregate extraction, mining or quarrying
  - (c) agriculture or farming
  - (d) arboriculture, forestry, gardening, landscape gardening, tree felling or lopping
  - (e) cement works
  - (f) underground mining
  - (g) rail or tramway construction, maintenance or repair

- (h) ship building, maintenance or repair
  - (i) timber or wood processing
  - (j) tunnelling
  - (k) work directly associated with any river, waterway, lake, reservoir or tidal shore
  - (l) demolition.
- (3) All Terrain Vehicles, Process Machinery, Site Surveying Equipment, unmanned aerial vehicles unless specifically agreed by Us and stated in The Schedule
  - (4) Your plant and equipment permanently installed whilst used at premises belonging to You or premises You are responsible for unless stated specifically in The Schedule.
  - (5) Damage to the Property Insured whilst underground or underwater.
  - (6) bands, belts, trailing cables, flexible hoses, gas cylinders or non-metallic linings
  - (7) vehicles licensed for road use or which require a Certificate of Motor Insurance unless designed or adapted primarily as a tool of trade for the purpose of The Business.
  - (8) Damage to the Property Insured on any airborne or waterborne vessel, craft, marine rig or platform other than whilst in transit by roll-on/roll-off ferry.
  - (9) Damage to tyres caused by braking or by punctures, cuts or bursts.
  - (10) abandonment or any Damage or recovery costs following abandonment of the Property Insured whilst underground or underwater.
  - (11) Damage caused by the use of more than one crane unless the lifting operation complies fully with the requirements of BS7121 or any other British or International standard which may replace it.
  - (12) clothing and personal effects.
  - (13) Any penalty
    - (a) for delay or detention
    - (b) in connection with guarantees or performance or efficiency
    - (c) for liquidated damages or consequential loss
    - (d) for liability not specifically provided for by this cover.
  - (14) Damage caused by or contributed to or arising from
    - (a) disappearance
    - (b) unexplained or inventory shortage.

## Definitions

**The following definitions apply to the Plant and Equipment Cover in addition to the Policy Definitions at the back of this Policy and keep the same meaning wherever they appear**

### All Terrain Vehicle

A vehicle designed for off road use that

- (1) travels on low-pressure tyres with a seat that is straddled by the operator along with handlebars for steering control, or
- (2) has four wheels and weighs less than 550kg, or
- (3) is a forestry forwarder.

### Hiring Charges

The annual hiring charges incurred by You during the Period of Insurance for the hire of plant and equipment

## Legal Liability

Your legal liability under any contract of hire for compensation in respect of

- (1) Damage to plant and equipment.
- (2) continuing hiring charges in respect of the plant and equipment whilst being repaired or replaced as a direct result of Damage.

## Portable Hand Tools

Plant and equipment designed for hand held operation and transportation.

## Process Machinery

Plant used to perform mechanical or chemical operations on any material in order to change or preserve it including but not limited to bailers, compactors, crushers, harvesters, picking stations, shears, shredders, trommels and washing plant.

Such operations shall include but not be limited to baling, compacting, crushing and washing, granulating, grinding, harvesting, pulverising, screening, shredding.

## Property Insured

- (1) Your plant and equipment or
- (2) hired in plant and equipment

which You own or are responsible for as stated in The Schedule.

## Site Surveying Equipment

Portable electronic surveying equipment including but not limited to digital cameras, lasers, levels, theodolites, total stations and items of a similar type or purpose.

## Sum Insured

The estimated current market value of Your plant and equipment.

## 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.

## Policy Clauses

***The following Policy Clauses apply in addition to the clauses contained in each Cover of the policy***

### Consecutive Damage

Any Damage to Property Insured at The Premises during the consecutive period of 72 hours caused by earthquake, storm, flood or other water damage, subsidence or collapse will be considered as one occurrence of Damage for the purpose of applying any Excess.

### Fire Brigade Charges

We will cover you for any fire brigade charges incurred by You solely in consequence of Damage in the course of combating fire.

The maximum We will pay in respect of any one claim is stated in The Schedule.

### Non-Invalidation

We will not invalidate this Policy due to any act, omission or alteration, either unknown to You or beyond Your control, which increases the risk of Damage, other than where such act, omission or alteration is on the part of Your Employee.

However, You must

- (1) notify Us immediately You become aware of any such act, omission or alteration, and
- (2) pay any additional premium We require.

## Policy Conditions

**The following Policy Conditions apply in addition to the conditions contained in each Cover 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 (or at least one monthly premium instalment) by providing at least 30 days' written notice to Us.
- (2) We may cancel this policy if You do not pay Your monthly premium when it is due. If You do not pay the first monthly premium, Your policy will not be valid. If You miss a payment after that, We will write to You giving You at least 14 days' notice of a further date to pay by. If We do not receive payment by that date, We will cancel the policy and/or additional cover options.  
  
If Your policy is cancelled under (1) or (2) above, We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period. This is provided that, during the current Period of Insurance, there has been no:
  - (a) claim made under the policy for which We have made a payment
  - (b) claim made under the policy which is still under consideration
  - (c) incident which You are aware of and which is likely to give rise to a claim, and which has already been, or is yet to be, reported to Us.
- (3) If We have not agreed a monthly premium instalment plan with You, We will cancel this policy from the inception date if the premium is not 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 providing at least 30 days' written notice to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that, during the current Period of Insurance, there has been no:

- (a) claim made under the policy for which We have made a payment
- (b) claim made under the policy which is still under consideration
- (c) incident which You are aware of and which is likely to give rise to a claim, and which has already been, or is yet to be, reported to Us.

### Contribution

- (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 cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

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

### Identification

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

### Non Disclosure, Misrepresentation or Misdescription

#### (1) Before this policy was entered into

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

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:

- We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
- We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
- We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

## (2) Before a variation was agreed

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

- where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
  - We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
  - We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or 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.

## Option for Settlement

We may at our option

- (1) Repair, reinstate or replace any equipment damaged or
- (2) Pay the amount of Damage

We do not include

- (1) Temporary repairs carried out without Our consent
- (2) The cost of alterations, additions, improvements or overhauls carried out when any repair is undertaken.

## Our Rights

If Damage occurs which may lead to a claim We may

- (1) Enter the building or premises
- (2) Take possession of, or require to be delivered to Us, equipment which We will deal with in a reasonable manner

Without incurring liability or reducing Our rights

We will not pay for Damage if You or anyone acting on Your behalf.

- (1) Do not comply with Our requirements
- (2) Hinder or obstruct Us.

## Paying Monthly

Your monthly premiums will be due on the agreed date and on the same date of each following month. We will give You one month's cover for each monthly premium You pay starting from the cover start date.

If You do not pay Your first monthly premium Your policy will not be valid. If You have paid at least one monthly premium and then You don't pay any premium amount after that when due, We will cancel Your policy as explained in the Cancellation Condition.

## 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 Covers.

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 covers unless otherwise stated and in addition to the exceptions contained in each cover of the policy.**

We will not cover You in respect of

- (1) The Excess stated in The Schedule.
- (2) any Damage to the Property Insured 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 HM 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 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.

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

- (3)
  - (a) Loss of Data
  - (b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with
    - (i) Virus or Similar Mechanism
    - (ii) Denial of Service Attack
    - (iii) unauthorised access to or use of Computer and Electronic Equipment.

However, We will cover You in respect of subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded, and only where such subsequent Damage is insured by this Policy.

- (4) Loss or destruction of or damage to Your plant and equipment, any loss or expense, any consequential loss or any legal liability, directly or indirectly caused by or contributed to by or arising from
  - (a) any test, experiment or routine inspection
  - (b) the imposition of abnormal working conditions including intentional overloading unless occurring without Your knowledge or consent.

This exception does not apply during the application to an item of Property Insured of a load or loads that exceed its safe working load or loads for the purpose of certifying the item in the presence of a competent person approved by Us.

- (5) 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 (5) (a) and/or (5) (b) above
- (6) 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
- (7) 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.

- (8) 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 (8) (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 8 (a) and/or 8 (b) above.

However, We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency but only to the extent that such claim would otherwise be insured under 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.

## 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, 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.**

### 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.

### Contract

Any contract or agreement entered into by You to carry out work in the course of The Business.

### Damage

Loss, destruction or damage.

### 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 of 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.

### 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.

### 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) an outworker or homeworker when engaged in work on Your behalf.

### Excess

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 arising out of one cause. If more than one Excess is stated in The Schedule the highest amount will apply. 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.

### 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.

### 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.

### 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.

## **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, Property Insured, Sums Insured, Limits of Indemnity and any Excess(es), Endorsements and Conditions applying to this 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 person, persons, company, companies, partnership, partnerships, unincorporated association or unincorporated associations, named in The Schedule as The Policyholder.

**Aviva Insurance Limited.**

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