

Your Sample Engineering 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.

- The Contract of Insurance 2**
- Introduction 3**
- Choice of Law 4**
- Use of Language..... 4**
- Plant and Equipment..... 5**
- Policy Conditions19**
- Policy Exceptions22**
- Policy Definitions.....24**
- Complaints Procedure and Important Information.....25**

Inside the front cover you will find your:

Policy Schedule

Important Information



The Contract of Insurance

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

- your policy wording;
- the information contained on your risk presentation and Statement of Fact document 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 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:

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

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



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

Risks situated within the EEA are underwritten by Aviva Insurance Ireland Designated Activity Company. Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland. Our firm's reference number is No. C171485. A private company limited by shares. Registered in Ireland, No. 605769. Registered Office: Cherrywood Business Park, Dublin, Ireland D18 W2P5. Registered UK Branch Address: 80 Fenchurch Street, London, EC3M 4AE. UK Branch authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority (FCA reference No. 827591) and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

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 Engineering 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:

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.



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

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Plant and Equipment

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

Machinery Contract Works

Cover

We will cover You for Damage during the Operations shown in The Schedule to the Property Insured during the Period of Insurance and within the Prescribed Territorial Limits.

Maximum We shall pay

The maximum that We will pay in respect of any one occurrence which gives rise to a claim under this Cover in respect of Works will not exceed 125% of the Estimated Original Contract Price including the value of Free Issue Materials in respect of any Contract or Works and any liability We may have in respect of the cover provided under the Clauses.

We will have no liability under this Cover where the Estimated Original Contract Price plus the value of Free Issue Materials exceeds the Maximum Contract Price stated in The Schedule at the time of Damage.

Clauses

These clauses apply to Machinery Contract Works Cover and are stated in The Schedule

Additional Interests

We will, to the extent required by the conditions of the Contract, include the interest as joint insured of any employer or contractor.

Cover to Sub-Contractors

We will provide cover to nominated or domestic sub-contractors in respect of Damage to the Property Insured to the extent required by conditions of the Contract.

Debris Removal - Machinery Contract Works

We will provide cover for the costs and expenses that You incur, with Our consent, for removing debris, dismantling or demolishing, shoring up or propping or clearing or repairing drains or service mains following Damage to Property Insured.

The maximum that We will pay in respect of any one loss is the percentage of the Estimated Original Contract Price stated in The Schedule.

We will not provide cover for costs and expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area adjacent to it
- (2) arising from pollution or contamination of property not insured under this Cover
- (3) more specifically insured.

European Union and Public Authorities

We will pay, following Damage to Works, the additional cost of reinstating, repairing or replacing the Property Insured necessary to comply with any European Union Legislation, Act of Parliament or Bye laws of any public authority. The maximum We will pay for any one Contract is the Sum Insured stated in The Schedule. The reinstatement, repair or replacement

- (1) must begin and be carried out as quickly as possible
- (2) may be carried out on another site if necessary provided this does not increase Our liability. If Our liability under this Cover is reduced by the application of any terms of this policy, Our liability under this clause will be similarly reduced.

We will not pay

- (1) for costs incurred
 - (a) in respect of Damage not insured by this Cover
 - (b) where notice was served on You before the Damage occurred
 - (c) where an existing requirement must be completed within a stipulated period
 - (d) in respect of property or parts of the property, other than foundations, unless foundations are specifically excluded, which have not suffered Damage
- (2) any charge or assessment arising from capital appreciation following compliance with this legislation.

Expediting Expenses

We will provide cover for reasonable costs and expenses that You incur for overtime, night work, work on public holidays and/or special delivery to reinstate or repair Property Insured following Damage.

The maximum that We will pay in respect of any one loss is the percentage stated in The Schedule of the amount which reinstatement, repair or replacement would have cost if these expenses had not been incurred.

Free Issue Materials

The Works will include any Free Issue Materials provided You include their value in

- (1) the contract price of any Contract
- (2) the declaration required by the Premium Adjustment Condition of this Cover.

Loss Avoidance Measures - Machinery Contract Works

We will provide cover for costs incurred by You in taking reasonable measures agreed by Us to avoid or mitigate impending Damage which would otherwise have resulted in a claim under this policy provided that

- (1) the impending Damage did not stem from any reasonably foreseeable cause
- (2) Damage under this Cover would have been the natural outcome to be expected in the absence of such measures
- (3) We are satisfied that Damage has been avoided or reduced in consequence of the measures taken.

The maximum We will pay in any one event is the lower of the percentage stated in The Schedule of the Estimated Original Contract Price or the amount stated in The Schedule.

Off-Site Storage

We will cover you in respect of Damage to materials for inclusion in Works anywhere within the Territorial Limits other than at a Contract Site, separately stored and identified for inclusion in any Contract.

The maximum that We will pay in respect of any one claim is either

- (1) the value of the materials as detailed in an interim certificate under any standard printed contract conditions, or
- (2) the amount stated in The Schedule

whichever is lower.

Professional Fees – Machinery Contract Works

We will pay for professional fees necessarily incurred in reinstating, repairing or replacing the Works following Damage. We will not pay You in respect of fees more specifically insured or incurred in preparing a claim.

Redrawing Plans or Documents

We will pay for the cost of rewriting or redrawing plans, drawings or other Contract documents following Damage. The maximum that We will pay in respect of any one loss is stated in The Schedule.

Temporary Repairs

We will provide cover for the costs of effecting temporary repairs, following Damage, covered by this Cover in order that work on the Contract may continue.

The maximum We will pay is the lower of the percentage stated in The Schedule of the actual costs of the permanent replacement or the amount stated in The Schedule.

Basis of Claim Settlement - Machinery Contract Works

Where Damage occurs to Property Insured the basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage, or at Our option
- (2) the reduction in value of the Property Insured.

Conditions

The following conditions apply to the Machinery Contract Works Cover in addition to the conditions stated in the Business Interruption Delay in Start Up – Machinery Contract Works, Section and Policy Conditions at the back of this policy.

Loss Minimisation Measures

You shall carry out and permit any action which may be reasonably practicable to diminish Damage and, at Our request and expense, comply with and co-operate in any measures that may be reasonably required.

Exceptions

The following exceptions apply to Machinery Contract Works Cover in addition to the exceptions stated in the Section and Policy Exceptions at the back of this policy.

We will not cover you in respect of

- (1) Damage to any part of the permanent Works
 - (a) for which a certificate of completion has been issued, or
 - (b) which has been completed and handed over to Your employer, or
 - (c) taken into use unless the Damage occurs
 - (i) during the Maintenance Period but is caused before the beginning of the Maintenance Period, or
 - (ii) while You are carrying out Your obligations under the Maintenance Period, or
 - (iii) within 14 days of the issue of a certificate of completion but only to the extent You are responsible under the conditions of the Contract.

- (2) Damage due to its own electrical or mechanical failure or explosion

This exception will not apply to Damage to the Works

- (a) during the Maintenance period
- (b) during Testing

if Cover is shown in The Schedule.

- (3) Damage as a result of
 - (a) gradual deterioration or wear and tear
 - (b) rust or mildew
 - (c) corrosion or erosion.

However We will cover You in respect of Damage which results from a cause not otherwise excluded.

- (4) Damage to
 - (a) Existing Structures unless stated in The Schedule
 - (b) money or other financial notes, cards, vouchers or documents of any kind
 - (c) any aircraft or waterborne vessel or to Property Insured in or on such property
 - (d) property for which You are relieved of responsibility by the conditions of the Contract.

- (5) Damage to the Property Insured caused by pollution or contamination.

However We will cover You in respect of Damage to the Property Insured not otherwise excluded caused by

- (a) pollution or contamination which results from Defined Contingencies (1) to (16)
- (b) Defined Contingencies (1) to (12) which results from pollution or contamination.

- (6) 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.

- (7) liquidated damages, fines or any other penalties under contract for delay or non-completion.

- (8) consequential loss or damage of any kind.

- (9) the cost of normal upkeep or making good.

- (10) Damage to and the cost necessary to replace, repair or rectify

- (a) Property Insured which is in a defective condition due to a defect in design, plan, specification, materials or workmanship of or any part of that Property Insured
 - (b) other Property Insured to enable the replacement, repair or rectification of Property Insured excluded by (a) above
- This exception will not apply to other Property Insured which is free of the defective condition but is damaged as a result.

Property Insured will not be considered as having suffered Damage solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in, or in any part of, that Property Insured.

- (11) Damage caused by or contributed to by or arising from

- (a) disappearance
- (b) unexplained or inventory shortage.

Definitions

The following definitions apply to the Machinery Contract Works Cover in addition to definitions stated in the Business Interruption Delay in Start Up – Machinery Contract Works, Section and Policy Definitions at the back of this policy

Contract

Any contract or agreement, entered into by You to carry out work in the course of The Business including Maintenance where

- (1) the estimated Maximum Contract Price
and
- (2) the Maximum Contract Period

does not exceed the amount stated in The Schedule.

Estimated Original Contract Price

The estimated valuation of the Works to be carried out or the estimated contract price at the commencement date of the Contract or Works.

Existing Structures

Any property, including fixtures, fittings and contents, which, prior to the commencement of any Contract, forms part of any structure.

Free Issue Materials

Materials for incorporation into the Contract issued free to You by or on behalf of Your employer and for which You are responsible under the conditions of the Contract. The value of such materials will not be included in the final valuation of the Works carried out or the final contract price.

Installation

From the completion of unloading the Plant and Machinery from the transport vehicle until the completion of its erection or installation.

Maintenance

The course of operations carried out by You in compliance of Your obligations under the Contract during the Maintenance Period.

Maintenance Period

The period indicated in the conditions of the Contract, commencing from the date the Property Insured is taken over or taken into use by the employer or contractor but not exceeding the months stated in The Schedule, during which You are responsible for rectifying defects.

Maximum Contract Period

The period, not exceeding the months stated in The Schedule, beginning with the commencement of Installation.

Maximum Contract Price

The maximum price of any Contract for which We will provide cover as stated in The Schedule.

Property Insured

Works which you are responsible for as stated in The Schedule.

Testing - Hot

Testing of the Works by its own electrical or mechanical failure or explosion during the Testing Period including the processing of any materials or production of power.

Transit

Transit to and from the Contract Site within the Territorial Limits of materials intended for incorporation in the Contract commencing with loading and until completion of unloading at the destination, including incidental storage and any vehicle changes but excluding whilst in Transit by air or sea unless by roll-on/roll-off ferry.

Works

Temporary or permanent works completed or to be completed as part of any Contract and/or materials for incorporation whilst on or adjacent to the Contract Site.

Machinery Movement

Cover

We will cover You for Damage during the Operations shown in The Schedule to the Property Insured during the Period of Insurance and within the Prescribed Territorial Limits.

Maximum We shall pay

The maximum We will pay in respect of any one claim is the Maximum Limit of Liability stated in The Schedule.

Operations

These Operations apply to Machinery Movement Cover and are stated in The Schedule.

Dismantling

From the start of the dismantling or disconnection of the Property Insured until the start of loading on to the transport vehicle.

Handling

The actual raising or lowering of the Property Insured by means of lifting apparatus.

Installation

From the completion of unloading of the Property Insured from the transport vehicle until the completion of its erection or installation.

Loading

From the start and until completion of loading of the Property Insured on to the transport vehicle.

Re-Siting

Removal of the Property Insured bodily from one position to another at its existing premises not involving the use of road or rail vehicles.

Testing – Hot

Testing of the Property Insured by its own electrical or mechanical failure or explosion during the Testing Period including the processing of any materials or production of power.

Transit (including loading and unloading)

From commencement of loading, transit by transport vehicle until completion of unloading at the destination, including incidental storage and any vehicle changes but excluding whilst in transit by air or sea unless by roll-on/roll-off ferry.

Unloading

From the start and until completion of unloading of the Property Insured from the transport vehicle.

Clauses

These clauses apply to Machinery Movement Cover and are stated in The Schedule

Additional Interests

We will, to the extent required by the conditions of the Contract, include the interest as joint insured of any employer or contractor.

Cover to Sub-Contractors

We will provide cover to nominated or domestic sub-contractors in respect of Damage to the Property Insured to the extent required by conditions of the Contract.

Debris Removal - Machinery Movement

We will provide cover for the costs and expenses that You incur, with Our consent, for removing debris, dismantling or demolishing, shoring up or propping or clearing or repairing drains or service mains following Damage to Property Insured.

The maximum that We will pay in respect of any one loss is the percentage of the Maximum Limit of Liability stated in The Schedule.

We will not provide cover for costs and expenses

- (1) incurred in removing debris from anywhere other than the premises of the Damage and the area adjacent to it
- (2) arising from pollution or contamination of property not insured under this Cover
- (3) more specifically insured.

Expediting Expenses

We will provide cover for reasonable costs and expenses that You incur for overtime, night work, work on public holidays and/or special delivery to reinstate or repair Property Insured following Damage.

The maximum that We will pay in respect of any one loss is the percentage stated in The Schedule of the amount which reinstatement, repair or replacement would have cost if these expenses had not been incurred.

Loss Avoidance Measures - Machinery Movement

We will provide cover for costs incurred by You in taking reasonable measures agreed by Us to avoid or mitigate impending Damage which would otherwise have resulted in a claim under this policy provided that

- (1) the impending Damage did not stem from any reasonably foreseeable cause
- (2) Damage under this Section would have been the natural outcome to be expected in the absence of such measures
- (3) We are satisfied that Damage has been avoided or reduced in consequence of the measures taken.

The maximum We will pay in any one event is the lower of the percentage stated in The Schedule of the Maximum Limit of Liability or the amount stated in The Schedule.

Professional Fees – Machinery Movement

We will pay for professional fees necessarily incurred in reinstating, repairing or replacing the Property Insured following Damage. We will not pay You in respect of fees more specifically insured or incurred in preparing a claim.

Redrawing Plans or Documents

We will pay for the cost of rewriting or redrawing plans, drawings or other Contract documents following Damage. The maximum that We will pay in respect of any one loss is stated in The Schedule.

Basis of Claim Settlement - Machinery Movement Cover

Where Damage occurs to Property Insured the basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage, or at Our option
- (2) the reduction in value of the Property Insured.

Conditions

The following conditions apply to the Machinery Movement Cover in addition to the conditions stated in the Business Interruption Delay in Start Up – Machinery Movement, Section and Policy Conditions at the back of this policy.

Loss Minimisation Measures

You shall carry out and permit any action which may be reasonably practicable to diminish Damage and, at Our request and expense, comply with and co-operate in any measures that may be reasonably required.

Exceptions

The following exceptions apply to Machinery Movement Cover in addition to the exceptions stated in the Section and Policy Exceptions at the back of this policy.

We will not cover You in respect of

- (1) Damage at Your premises caused by or consisting of
 - (a) fire, lightning or explosion
 - (b) aircraft and other aerial and/or spatial devices or articles dropped from them
 - (c) storm, flood or inundation from the sea
 - (d) escape of water from any tank, apparatus or pipe
 - (e) subsidence, ground heave or landslip
 - (f) theft or attempted theftregardless of any other contributory cause
- (2) Damage caused by the use of any tool or process applied to the Property Insured during maintenance, repair, alteration, modification or overhaul
- (3) Damage as a result of chipping of painted surfaces or scratching of any surface.
- (4) Damage to any Property Insured due to its own electrical or mechanical failure or explosion. This Exception will not apply to Damage occurring during Operation Testing for Property Insured not previously installed.

- (5) (a) gradual deterioration or wear and tear
- (b) rust or mildew
- (c) corrosion or erosion.

However We will cover You in respect of Damage which results from a cause not otherwise excluded.

- (6) any aircraft or waterborne vessel or Property Insured in or on such property.
- (7) property for which You are relieved of responsibility by any conditions of the Contract.
- (8) Damage to the Property Insured caused by pollution or contamination.

However, We will cover You in respect of Damage to the Property Insured not otherwise excluded caused by

- (a) pollution or contamination which results from Defined Contingencies (1) to (16)
 - (b) Defined Contingencies (1) to (12) which results from pollution or contamination.
- (9) 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.
 - (10) liquidated damages, fines or any other penalties under contract for delay or non-completion.
 - (11) consequential loss or damage of any kind.
 - (12) the cost of normal upkeep or making good.
 - (13) Damage to and the cost necessary to replace, repair or rectify

- (a) Property Insured which is in a defective condition due to a defect in design, plan, specification, materials or workmanship of or any part of that Property Insured
- (b) other Property Insured to enable the replacement, repair or rectification of Property Insured excluded by (a) above.

This exception will not apply to other Property Insured which is free of the defective condition but is damaged as a result.

Property Insured will not be considered as having suffered Damage solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in, or in any part of, that Property Insured.

- (14) Damage caused by or contributed to by or arising from
 - (a) disappearance
 - (b) unexplained or inventory shortage.

Definitions

The following definitions apply to the Machinery Movement Cover in addition to definitions stated in the Business Interruption Delay in Start Up – Machinery Movement, Section and Policy Definitions at the back of this policy

Contract

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

Property Insured

The property which you are responsible for as stated in The Schedule.

Sum Insured

Total new replacement value of all Property Insured covered by the Operations during the Period of Insurance.

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 at the Prescribed Territories or 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
 - (a) plant and equipment
 - (b) Computer and Electronic Equipment

Additional Covers for Plant and Equipment Cover

Construction Plant-hire Association Contract Lift Cover

We will cover You for Your liability under 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.

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 - Your Plant and Equipment

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 – Plant and Equipment

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 Section.

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 Section.

Immobilised Property

We will cover You in respect of the reasonable cost of recovery or withdrawal of unintentionally immobilised plant and equipment unless required solely 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.

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.

Definition of Contract

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

Loss Avoidance Measures – Plant and Equipment

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 providing that the Property Insured has suffered Damage insured by this Section.

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 Damage insured by this Section 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

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 the number of months stated in The Schedule 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, it's 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 conditions stated in the Business Interruption – Your Plant and Equipment, Section and 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.

This condition does not apply to any item of Your plant and equipment where Premium Adjustment applies as stated in The Schedule.

Our Rights

We may, if Damage occurs which leads to a claim

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

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

Premium Adjustment Plant and Equipment covers

Where it is stated in The Schedule against any Cover that You have selected that Premium Adjustment applies You will, within one month after the Expiry Date shown in The Schedule, supply

- (1) a full schedule of Your plant and equipment including values
- (2) the actual Hiring Charges incurred by You for
 - (a) plant and equipment or
 - (b) Computer and Electronic Equipment hired by You.

We will adjust the premium for the expired period subject to any Minimum Premium(s) applying and

- (1) in respect of Your Property Insured the adjusted premium will be calculated based on 50% of the difference between the Sum Insured and the value declared and where the value declared
 - (a) exceeds the Sum Insured You will pay the additional premium to Us
 - (b) is less than the Sum Insured We will pay the return premium to You
- (2) in respect of hired In Property Insured where the actual Hiring Charges
 - (a) exceed the Estimated Hiring Charges, You will pay a pro-rata additional premium to Us
 - (b) are less than the Estimated Hiring Charges, We will allow a pro-rata return to You of up to 50% of the premium paid.

Exceptions

The following exceptions apply to the Plant and Equipment Cover in addition to the exceptions stated in the Section and 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) demolition
 - (g) underground mining
 - (h) rail or tramway construction, maintenance or repair
 - (i) ship building, maintenance or repair
 - (j) timber or wood processing
 - (k) tunnelling
 - (l) work directly associated with any river, waterway, lake, reservoir or tidal shore.
- (3)
 - (a) All Terrain Vehicles, Process Machinery, trailers, Site Surveying Equipment, unmanned aerial vehicles
 - (b) Your Computer and Electronic Equipment.Unless specifically 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)
 - (a) bands, belts, trailing cables, flexible hoses, gas cylinders or non-metallic linings
 - (b) light sources, fuses, non-rechargeable batteries, filters and items which require periodic replacement in respect of hired in Equipment
- (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 Section.

- (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 definitions stated in the Business Interruption - Your Plant and Equipment, Section and 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
- (3) or is a forestry forwarder.

Hiring Charges

The estimated annual hiring charges incurred by You during any Period of Insurance for the hire of plant and equipment or Computer and Electronic Equipment.

Legal Liability

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

- (1) Damage to plant and equipment or Computer and Electronic Equipment.
- (2) continuing hiring charges in respect of the plant and equipment or Computer and Electronic 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 or
- (3) hired in Computer and Electronic 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.

Clauses

The following clauses apply to this Section in addition to the clauses stated in previous covers and are stated in The Schedule.

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 Section 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.

Exceptions

The following exceptions apply to this Section in addition to the exceptions stated in Policy Exceptions at the back of this 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 meanscaused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

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

- (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 Section.

- (4) Loss 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 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.

Definitions

The following definitions apply to this Section in addition to the Policy Definitions stated at the back of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply

Contract Site

- (1) A site within the Territorial Limits at which You are carrying out work under a Contract, or
- (2) the site address stated in The Schedule if cover applies to a specific Contract.

Damage

Loss, destruction or damage.

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 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.

Excess Period

The period measured from the date of the insured Damage during which We will not be liable for any interruption of or interference with The Business.

Our liability shall exist only for such part of said loss that is incurred for the determined period of interruption or interference in excess of the Excess Period.

Testing

The actual operation of the machinery or parts thereof for the sole purpose of proving it mechanically and/or electrically.

Testing Period

The period, not exceeding the days stated in The Schedule, beginning with the commencement of testing or commissioning.

Turnover

Money paid or payable to You for services provided in course of The Business.

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 Usduring the current Period of Insurance.

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.

Non Disclosure, Misrepresentation or Misdescription

(1) Before this policy was entered into

If You have breached Your duty to make a fair representation 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 representation 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.

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

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union and United Kingdom.

Severability of Interest

Applicable to all Sections.

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.

Suspension of cover

We may suspend cover by notice in writing to You until any requirement We have stipulated has been completed by You. Cover will only be reinstated following written notice by Us.

If cover is suspended We will refund a proportionate part of the premium.

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,

exceptions (1) (a) (b) and (c) do not apply to the Terrorism Section, when insured by this policy.

- (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,

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 Section 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) above

whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

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

- (2) exceptions (4) (a) and (4) (b) do not apply to the Terrorism Section 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.

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

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, 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.

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:

- 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.

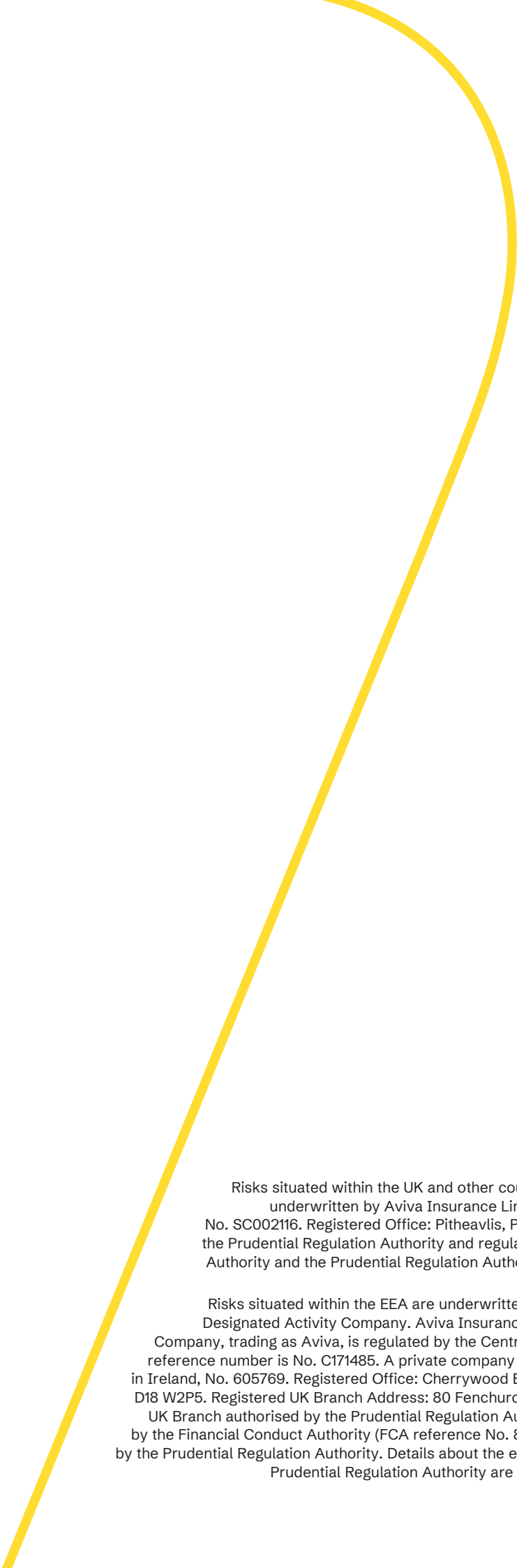
You can contact the FOS on **0800 023 4567** or visit their website at **www.financial-ombudsman.org.uk**, where you will find further information.

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.

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