

# Your Sample Motor Trade 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.

## Policy Introduction

### Contents

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

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Inside the front cover you will find your:

Certificate of Employers' Liability Insurance

Certificate of Motor Insurance

Policy Schedule

Important Information

Statement of Fact

VAT Invoice (where applicable)

## Policy Introduction

### 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.

## 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 Motor Trade 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.

## Property Damage

### All Risks

#### Cover

We will cover You for Damage to the Property Insured occurring during the Period of Insurance at The Premises. The Sum Insured under each item other than items applying solely to customers' Vehicles, contents of customers' Vehicles, professional fees, rent, and removal of debris, is separately subject to Average as stated in the Average Condition of this Section.

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

- (1) the Sum Insured on each item, or
- (2) the Total Sum Insured, or
- (3) any other maximum amount payable or limit of liability specified in this Section or The Schedule.

### Clauses

***These clauses apply and are stated in The Schedule***

#### All Other Contents

We will provide cover for

- (1) Data Storage Materials, documents, manuscripts, business books, plans and designs, models, moulds, patterns, dies, templates, drawings and jigs which require to be replaced and are capable of being replaced, belonging to You, held by You in trust or for which You are responsible whilst
  - a) temporarily removed to premises not occupied by You
  - b) in transit by road, rail or inland waterway in the Prescribed Territories or the Republic of Ireland

The maximum We will pay for any one claim and for any one Period of Insurance is stated in The Schedule and is restricted to the value of the physical materials, costs of labour incurred in replacing them and the Data and costs necessarily and reasonably incurred in collating the Data from existing source material. We will not pay for the value to You of any information lost.

- (2) pedal cycles and other personal items (excluding Vehicles) belonging to You or Your directors, partners, Employees, customers or visitors but only if they are not otherwise insured
- (3) rare books, antiques, paintings, or other works of art
- (4) wines, spirits, cigarettes and tobacco held at The Premises for Your own private and business entertainment purposes.

The maximum We will pay for any one item and in total for any one claim for (2), (3), and (4) are stated in The Schedule.

#### Automatic Reinstatement

The Sums Insured 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 any additional premium required by Us to reinstate the Sums Insured.

#### Capital Additions

We will provide cover for Damage to

- (1) any newly built or acquired Buildings and/or Machinery and Plant
- (2) alterations, additions and improvements to an insured Building and/or Machinery and Plant but not in respect of any appreciation in value

in the Prescribed Territories.

The maximum We will pay in respect of any one premises is the lower of the percentage of the total Buildings and Machinery and Plant Sum Insured or the amount applying to this Clause, both stated in The Schedule.

You must

- (1) provide Us with details of newly built and/or newly acquired Building(s) and/or Machinery and Plant or alterations, additions or improvements as soon as possible but, in any event, within six months of the date You became responsible for the insurance of such newly built and/or newly acquired Building(s) and/or Machinery and Plant before the expiry of the Period of Insurance
- (2) specifically insure the property with Us, from the date Our liability commenced and pay any additional premium required.

In respect of any Unoccupied premises insured under the provisions of this Clause, We will only cover You in respect of Defined Contingencies (1) to (6) and (10).

We will not cover You unless

- (1) a certificate of completion has been issued, or
- (2) works to such property has been completed and handed over to You

prior to the date of the Damage.

### **Change in Temperature**

We will provide cover, following Damage caused by change in temperature resulting from total or partial destruction or disablement of refrigerating, electrical or conditioning plant or apparatus, to each Building, Machinery and Plant and Stock and Materials in Trade item, stated in The Schedule.

### **Changing Locks - Vehicles**

We will cover You for the cost of replacing

- (1) locks
- (2) the lock transmitter and central locking interface
- (3) parts of the alarm and/or immobiliser

in the event of loss of or theft of the Ignition Keys to an Insured Vehicle.

The maximum We will pay in respect of all losses occurring during any one Period of Insurance is stated in The Schedule.

We will not cover You unless You can establish to Our reasonable satisfaction that the identity or garaging address of the Insured Vehicle is known to any person who may have obtained or found the Ignition Keys.

### **Changing Locks**

Notwithstanding anything to the contrary contained within this policy We will pay additional costs of changing locks following theft or attempted theft of keys including but not limited to digital access cards, safe keys or safe combination access codes

- (1) from The Premises
- (2) from Your home or the home of any of Your partners, directors or authorised Employees
- (3) involving violence or threat of violence to You, or any of Your partners, directors or Employees.

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

### **Contract Sale Price**

We will provide cover for Damage to goods which have been sold but not yet delivered and, as a result, the contract of sale is cancelled under the conditions of sale. The amount We will pay will be calculated on the basis of the contract price for the goods which have suffered Damage.

Any calculation for the purpose of Average will be on the basis of the contract price for all goods which have been sold but not yet delivered whether suffering Damage or not.

### **Damage to Grounds**

We will pay reasonable costs and expenses incurred in reinstating or repairing landscaped gardens and grounds due to the actions of the emergency services, following Damage at The Premises or adjoining properties.

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

## **Damage to Vehicles Being Worked Upon**

We will provide cover, following Damage to any Vehicle, including costs and expenses incurred with Our written consent while the Vehicle is undergoing any repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment at The Premises.

We will not provide cover in respect of the cost of rectifying or redoing the original work that gave rise to the Damage.

## **Debris Removal**

The Sum Insured for each Item on Buildings, Machinery and Plant and Stock and Materials in Trade includes costs and expenses You incur with Our consent for the removal of debris, dismantling, demolishing, shoring or propping up of those parts of the Property Insured which have suffered Damage.

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 immediately adjacent to it
- (2) arising from pollution or contamination of property not insured by this Section
- (3) where a specific Item exists for removal of debris under this Section.

The maximum We will pay in respect of any one claim in respect of Stock and Materials in Trade is as stated in The Schedule.

## **Debris Removal - Recycling**

Where We have agreed to pay for debris removal under this Section, We will pay for the additional costs necessarily and reasonably incurred with Our prior written consent to sort, segregate and recycle suitable materials following Damage to Property Insured.

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

## **Description of Property**

In determining the item under which property is insured We will accept the description given in Your business records.

## **Directors' and Employees' Tools - Away From the Premises**

We will provide cover for Damage to portable hand tools, tool boxes and tool cabinets belonging to Your directors or Employees and for which You accept responsibility whilst removed from The Premises to anywhere in the Prescribed Territories or the Republic of Ireland, including while in transit.

The maximum We will pay for any one tool, director or Employee is stated in The Schedule.

## **Discount to Effect Sale**

We will pay any reasonable discount from the price to effect a sale if a new Insured Vehicle held for sale by You suffers Damage insured by this Section to the extent that it requires notification to a prospective purchaser.

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

We will not cover You for the Excess stated in The Schedule.

## **Drains**

We will pay for, within the Sum Insured under each Buildings and/or Machinery and Plant item, costs and expenses You incur with Our consent for cleaning and/or clearing of drains, sewers or gutters for which You are responsible following Damage to the Property Insured.

## **Electric Vehicle Battery**

We will pay for Damage to a high voltage battery installed within:

- (a) a Vehicle belonging to You, Leased in by You or held by You on consignment, or
- (b) a customer's Vehicle which is in Your custody or control

whilst connected, in accordance with the manufacturer's instructions, to an electric vehicle charge point at The Premises, where such Damage is caused by a leakage of electricity, short circuiting or over running, including a power surge.

The maximum We will pay is the cost of replacing the Vehicle's high voltage battery with one of the same specification and condition immediately before the Damage.

### **Energy Efficiency**

We will provide cover for the additional costs necessarily and reasonably incurred with Our prior written consent in rebuilding or repairing Buildings at The Premises in a manner that aims to reduce potential harm to the environment by improving energy efficiency, following Damage to such Buildings.

We will not provide cover for

- (1) any additional costs of complying with any European Union legislation, Act of Parliament, or byelaws of any public authority including any charge or assessment arising from capital appreciation
- (2) any additional costs for work You had already planned to be carried out prior to the Damage
- (3) any additional costs for work required to comply with any notice served on You, or mandatory risk improvement requested of You, prior to the Damage
- (4) any additional costs for replacing undamaged property
- (5) any Buildings which
  - a) are not subject to the Basis of Claim Settlement – Reinstatement
  - b) You elect not to rebuild or repair
- (6) any additional costs that can be funded from any public authority, charity or private business scheme
- (7) any additional costs covered elsewhere in the policy
- (8) any additional costs otherwise excluded by the policy, unless otherwise specified or agreed by Us.

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

### **Exhibitions**

We will provide cover for Damage to Your stock and materials in trade and Machinery and Plant while

- (1) at any exhibition, not exceeding the number of days stated in The Schedule
- (2) in the course of demonstration, construction, erection or dismantling at any such exhibition
- (3) in transit

in the European Economic Area.

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

We will not pay You in respect of Damage

- (1) caused by or happening through defective or inadequate packing, insulation or labelling, evaporation or ordinary leakage, delay, inadequate documentation or shortage in weight
- (2) to Computer Equipment
- (3) to property which is more specifically insured
- (4) caused by theft or attempted theft from an Unattended Vehicle unless the Vehicle is securely locked, its keys, keycard or remote control transmitter removed, all windows are securely closed, and all security devices are set to operate.

### **Expediting Expenses**

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

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



## **Falling Trees**

We will pay for the cost of

- (1) removing fallen trees belonging to You or for which You are responsible but only where there has been Damage to property
- (2) felling, lopping or pruning trees belonging to You or for which You are responsible at The Premises to prevent the immediate threat of Damage to property or for safeguarding life.

The maximum We will pay is stated in The Schedule.

This Clause will not apply under any Property Damage – Specified Contingencies Section unless the contingency storm and falling trees or storm, flood and falling trees is stated as applicable in The Schedule.

## **Fire and Security Equipment**

We will pay for costs and expenses, following Damage, incurred in

- (1) refilling, recharging or replacing portable fire extinguishing appliances, local fire suppression system, fixed fire suppression system, sprinkler installation and sprinkler heads
- (2) re-setting fire and/or intruder alarms and/or closed circuit television equipment.

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

We will not pay any costs and expenses recoverable from Your maintenance company or the fire and rescue service.

## **Fraud or Trick**

We will provide cover for Damage to Vehicles owned, leased in or held on consignment, customers' Vehicles or contents of customers' Vehicles, where possession is obtained by fraud, trick or false pretence.

We will not pay You for the Excess or percentage amount stated in The Schedule, whichever is the greater.

For the purposes of this Clause, Exception (3) (c) to Cover – All Risks and Cover – Engineering does not apply.

## **Glass**

The following Clause is only applicable where All Risks is stated as insured in The Schedule.

We will provide cover, where Buildings are insured at The Premises, for the breakage

- (1) of glass including the cost of boarding up, and/or removing and reinstating obstructions to replacing glass and/or the cost of replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass
- (2) of fixed wash hand basins, pedestals, baths, sinks, lavatory bowls, bidets, cisterns, shower trays and splashbacks.

The maximum We will pay in respect of any one claim will be the Buildings Sum Insured stated in The Schedule.

We will not provide cover for breakage of glass

- (1) when The Premises are Unoccupied
- (2) in transit or while being fitted
- (3) by workmen carrying out alterations or repairs to The Premises.

## **Hire Agreement**

If the Property Insured by this Section is the subject of hire agreements, We will include the interest of the owners in any cover provided by this Section.

You must provide the name of any other interested party in the event of a claim.

## **Homeworkers**

We will provide cover for Damage to the Property Insured whilst at the permanent residence of any Director, Partner or Employee within The Prescribed Territories or the Republic of Ireland to enable them to carry out clerical activities in connection with The Business.

The maximum We will pay per Director, Partner or Employee in respect of any one claim and in any one Period of Insurance is stated in The Schedule and shall not exceed the Sum Insured for the Property Insured.

## **Incompatibility of Software Programs**

We will provide cover where necessary, if Damage to Computer and Electronic Office Equipment results in existing software or programs being incompatible with the replacement Computer and Electronic Office Equipment as defined in the Basis of Claims Settlement – Reinstatement Clause for either

- (1) modifications to the replacement Computer and Electronic Office Equipment, or
- (2) the conversion of the existing software or programs into a format which is compatible with the replacement Computer and Electronic Office Equipment, and the cost of replacing incompatible Data Carrying Materials.

The maximum We will pay for any or all claims arising out of one cause is stated in The Schedule.

## **Insect Nest Removal**

We will pay the cost of removing the nests of wasps, bees or hornets and other insects harmful to humans from The Premises.

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

We will not pay the cost of removing such nests that were already in the Building prior to inception of this policy.

## **Loss of Use - Customers' Vehicles**

We will provide cover to You in respect of Your legal liability for loss of use of a customer's Vehicle following Damage to the Vehicle at The Premises.

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

We will not provide cover unless you repair or replace the customer's Vehicle as soon as reasonably possible.

## **Machinery Re-erection Costs**

We will pay under the Machinery and Plant Sum Insured any cost of re-erecting machinery, following Damage, for each item of Machinery and Plant.

## **Metered Services**

We will pay for charges which are Your responsibility if water, electricity or gas is accidentally discharged from a metered system providing service to The Premises.

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

We will not provide cover for any charges incurred while The Premises are Unoccupied.

## **Munitions of War**

We will cover You in respect of Damage to the Property Insured caused by or resulting from the detonation of munitions of war, at or within one mile of the boundary of The Premises, provided that the presence of munitions does not result from a current state of war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations, whether war be declared or not, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, mutiny or military uprising or martial law at the time of Damage.

## **New Vehicle Replacement**

Where the Vehicle is

- (1) owned and registered by You as new, or purchased by You under a hire purchase agreement or leased or hired by You under any type of leasing or contract hire agreement, or

- (2) a Private Car or Motorcycle or Goods-carrying Vehicle not exceeding 7.5 tonnes Gross Vehicle Weight owned and registered by Your customer as new, or purchased by Your customer under a hire purchase agreement or leased or hired by Your customer under any type of leasing or contract hire agreement.

We will replace the Vehicle with a new Vehicle of the same make and specification, subject to availability, if within 12 months of first registration it

- (1) is stolen from The Premises and not recovered, or
- (2) the repair cost of Damage insured by this Section as a result of one claim exceeds 50% of its United Kingdom list price inclusive of vehicle taxes at the time of its purchase.

Replacement is subject to the agreement of any interested hire purchase, leasing or contract hire company if applicable.

Cover under this clause does not apply to trailers and agricultural implements.

### **Non-Invalidation**

We will not invalidate this Section due to any act, omission or alteration, either unknown to You or beyond Your control, which increased 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 when You become aware of any act, omission or alteration, and
- (2) pay any additional premium We require.

### **Own Land Clean-Up Costs**

We will provide cover for the necessary and reasonable costs to

- (1) clean up, remove and dispose of contaminants or pollutants from, in, or on land at The Premises and
- (2) remediate such land

if the contamination or pollution of such land is as a result of Damage to Property Insured at The Premises caused by Defined Contingencies (1) to (12).

Provided that

- (1) You will be responsible for the first 10% of any such costs
- (2) the amounts payable under this clause are inclusive of any amounts payable under the provisions of any other clauses within this policy
- (3) We will not provide cover for fines or penalties.

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

### **Professional Fees**

We will pay for necessary and reasonable costs and expenses, incurred with Our consent, on each item for Buildings, Machinery and Plant, for an amount of professional fees, incurred in reinstating or repairing the Property Insured following Damage, unless a separate item for professional fees is stated in The Schedule.

We will not pay for fees incurred in preparing a claim.

### **Property Otherwise Specified or Insured**

We will cover You for Damage to customers' Vehicles or contents of customers' Vehicles at Your request, even where such property is more specifically insured.

We will not provide cover for any other property more specifically described in any other item or which is more specifically insured.

## **Seasonal Increase**

We will increase the Sum Insured for Vehicles owned, leased in or held on consignment by You, for the period stated, by the percentage amount stated in The Schedule.

## **Services**

We will provide cover for Damage to service pipes and cables, including associated meters and instruments, which connect The Premises to the public mains, where Buildings are insured under this Section, or where You are liable as a tenant.

## **Stock - Extended Cover**

The Stock and Materials in Trade item includes the following

- (1) cigarettes, tobacco, clothing, radio, audio, video, dvd, television, telephone goods and vehicle security or navigational equipment
- (2) tyres

for amounts not exceeding the limits stated against this Clause in The Schedule.

## **Stock In Transit**

We will cover You for

- (1) Damage
  - (a) to the Stock and materials in trade while in transit including loading, unloading anywhere within the Prescribed Territories and the Republic of Ireland.  
The maximum We will pay in respect of any one occurrence is the amount stated in The Schedule.
  - (b) to packing materials, protective sheeting, ropes, chains and toggles belonging to You, up to the maximum amount stated in The Schedule in respect of any one claim
  - (c) to personal effects belonging to You or any Employee of Yours while being carried in the conveying Vehicle, up to the maximum amount stated in The Schedule in respect of any one person
  - (d) to customers' goods in Your custody or control, up to the maximum amount stated in The Schedule in respect of any one claim.
- (2) costs and expenses incurred by You with Our consent
  - (a) transferring any property to another Vehicle following Damage to the original conveying Vehicle
  - (b) reloading any property which has fallen from the conveying Vehicle
  - (c) in removing debris following Damage to the property in transit.  
The maximum We will pay in respect of any one occurrence is stated in The Schedule.

We will not provide cover for Damage caused by

- (1) defective or inadequate packing, insulation or labelling
- (2) breakdown of refrigeration equipment, or insufficient insulation, unless directly caused by or attributable to fire, lightning, collision or overturning of the conveying Vehicle.

## **Subrogation**

We will waive any rights, remedies or relief following a claim where We may be entitled by subrogation against any company whose relationship to You is either a parent or subsidiary, or which is a subsidiary of a parent company of which You are a subsidiary as defined in the relevant Companies Act or Companies (NI) Order current at the time of Damage.

## **Temporary Repair Costs**

We will pay costs, following Damage, necessarily and reasonably incurred in making temporary repairs to the Property Insured.

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

## **Temporary Removal**

We will provide cover for Damage to Buildings, portable hand tools and Machinery and Plant while temporarily removed from The Premises for the purposes of The Business anywhere in the Prescribed Territories and the Republic of Ireland including while in transit.

The maximum We will pay is the lower of the percentage or limit stated against this clause in The Schedule of the item Sum Insured.

We will not provide cover for

- (1) Computer Equipment
- (2) portable hand tools belonging to Your Employees or directors
- (3) property while at any exhibition
- (4) property which is removed from The Premises for more than 90 consecutive days, unless agreed by Us
- (5) property which is more specifically insured.

## **Temporary Removal - Computer Equipment**

We will provide cover for Damage to

- (1) Computer Equipment while temporarily removed from The Premises for the purposes of maintenance or repair to anywhere in the Prescribed Territories and the Republic of Ireland including while in transit
- (2) Data Storage Materials while anywhere in the world
- (3) Portable Equipment while anywhere in the world.

If in relation to any claim for Damage by theft or attempted theft of Portable Equipment You have failed to fulfil any of the following conditions, We will not pay that claim.

You must ensure that where Portable Equipment

- (1) left in any Unattended Vehicle, it is concealed from view in a storage compartment, and the vehicle is securely locked and all security devices set in operation and, between the hours of 9.00pm and 6.00am, the vehicle is kept either in a locked building of substantial construction or guarded security park
- (2) in transit by air it is carried as hand luggage unless instructed otherwise by airline staff
- (3) in transit by ship or ferry it is kept stored in a securely locked cabin or road vehicle aboard such vessel or kept with You
- (4) in transit by railway or underground it is carried as hand luggage and kept with You.

The maximum We will pay for any one or all claims arising out of one cause is stated in The Schedule.

## **Trace and Access**

We will pay necessary and reasonable costs and expenses including resultant repairs, incurred with Our consent, in locating the actual source of Damage caused by the escape of

- (1) water from any tank, apparatus or pipe, or
- (2) leakage of fuel from any fixed oil heating installation

provided such Damage is insured by this Section.

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

## **Transfer of Interest**

We will provide cover to the purchaser, if at the time of Damage to a Building insured under this Section You have entered into a contract to sell Your interest in it but

- (1) the contract has not yet been completed, and
- (2) the Building has not yet been insured by or on behalf of the purchaser.

Cover granted by this Clause shall only operate where the purchase is subsequently completed.

This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase.

## Waiver of Average (RICS)

Where You

- (1) have taken all reasonable steps to ensure that the Building(s) item Sum Insured is adequate and
- (2) have, within the three years prior to the date of the Damage, obtained from a Royal Institute of Chartered Surveyors (RICS) professional or such other person agreed by Us, a valuation of the Building(s) (as defined within the Policy Definitions) that has been calculated as the cost of reinstating the Building(s) including debris removal costs and associated professional fees, irrespective of whether the Property Insured was covered by Us and
- (3) have adjusted the Building(s) item Sum Insured in line with such valuation and
- (4) have made annual adjustments to the Building(s) item Sum Insured based on the General Building Cost Index issued by the Building Cost Information Service of the RICS or such alternative index as may be agreed by Us in writing

then if at the time of Damage You provide Us with a copy of such valuation no adjustment will be made under either the Average condition or paragraph (4) of the Basis of Claim Settlement – Reinstatement.

If, during the Period of Insurance, You obtain, from a Royal Institution of Chartered Surveyors professional or such other person agreed by Us, a valuation for Building(s) insured by this policy and as a result increase the Sum Insured reinstatement value, then, provided that the increase in such Sum Insured reinstatement value represents less than 25% of the existing Sum Insured reinstatement value, We will waive any resulting additional premium in respect of that Period of Insurance.

## Workmen

Repairs and minor structural alterations may be carried out at The Premises without affecting the cover.

## Exceptions

***The following exceptions apply to All Risks Cover in addition to the Property Damage Section Exceptions, and the Policy Exceptions at the back of this policy.***

We will not cover You for

- (1) Damage to the Property Insured caused by or consisting of
  - (a) an existing or hidden defect
  - (b) frost, other than Damage to Vehicles and contents of customers' Vehicles in Your custody or control
  - (c) change in the water table level
  - (d) faulty or defective workmanship, design or materials used in its construction, other than as described in the Damage to Vehicles Being Worked Upon clause
  - (e) operating error or omission by You or any Employee of Yours
  - (f) Collapse or Explosion.

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

- (2) Damage to the Property Insured caused by or consisting of
  - (a) corrosion, rust, rot, shrinkage, evaporation or loss of weight, dampness or dryness, scratching, vermin or insects, mould or fungus
  - (b) change in temperature, colour, flavour, texture or finish
  - (c) nipple or joint leakage or failure of welds
  - (d) the Property Insured's own mechanical or electrical breakdown or derangement.

However, We will provide cover for Damage not otherwise excluded which results from Defined Contingencies (1) to (12) or any other accidental cause and any subsequent Damage which results from a cause not otherwise excluded.



- (3) Damage
  - (a) to the Property Insured caused by fire resulting from its undergoing any process involving the application of heat
  - (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting or over running.
- (4) Damage resulting from the Property Insured undergoing any process of production or packaging, treatment, testing or commissioning, servicing or repair other than as described in the Damage to Vehicles Being Worked Upon clause.

However, We will provide cover for Damage if it is caused by fire or explosion and is not otherwise excluded.

## Engineering

### Cover

We will cover You for Damage to the Machinery and Plant occurring during the Period of Insurance at The Premises by

- (1) Breakdown
- (2) Collapse
- (3) Explosion

which requires repair or replacement before normal working of the Machinery and Plant can resume. The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on this item stated in The Schedule, or
- (2) £250,000

whichever is the lower.

### Exceptions

***The following exceptions apply to Engineering Cover in addition to the Property Damage Section Exceptions, and the Policy Exceptions at the back of this policy.***

We will not cover You for

- (1) the cost of remedying or repairing
  - (a) gradually developing defects, flaws, deformation, distortion, cracks or partial fractures
  - (b) loose parts, defective joints or seams unless caused directly by overheating brought about by shortage of water in Machinery and Plant which is subject to steam or fluid pressure.

However, We will cover You for any subsequent Damage which results from a cause not otherwise excluded.
- (2) Damage 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.
- (3) the cost of any maintenance work
- (4) Damage to experimental or prototype Machinery and Plant.

## Basis of Claim Settlement

### Basis of Claim Settlement - Long Term Unoccupied - Indemnity Only

In respect of Buildings that are Long Term Unoccupied, the Basis of Claim Settlement – Reinstatement Clause does not apply other than to a Portion of a Building, or a Residential Unit within a Block of Flats, or a Maisonette.

## **Basis of Claim Settlement – Reinstatement**

Where Damage occurs to Property Insured, other than to stock and materials in trade, professional fees, debris removal, rent, pedal cycles and personal effects, Vehicles or Computer and Electronic Equipment and The Schedule states Reinstatement applies and

- (1) the Property Insured is
  - (a) lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new
  - (b) damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new. However, We will not pay more than We would have done if the property had been completely destroyed.
- (2) Computer and Electronic Equipment, insured by this Section is
  - (a) lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Equipment with the nearest higher performance and/or capacity
  - (b) damaged, if an economic repair is possible, We will pay for the repair of the Computer and Electronic Equipment, to its condition when new. However, We will not pay more than We would have done if Computer and Electronic Equipment had been completely destroyed.

The work of reinstatement may be carried out on another site and in a manner suitable to Your needs and must begin and be carried out as quickly as possible, providing this will not increase the maximum We will pay.

We will not carry out reinstatement at another site, or in a manner suitable to Your needs when The Premises are Unoccupied.

- (3) We will pay costs necessary to comply with any European Union Legislation, Act of Parliament or Bye laws of any public authority.

We will also pay additional costs, where We require You to comply with current Loss Prevention Council (LPC) Rules for Automatic Sprinkler Installations, to reinstate water supply equipment which conformed to previous LPC Rules or conformed to current LPC Rules when installed but fails to conform to subsequent amendments to those rules.

However, the maximum amount payable will not exceed in total

- (a) in respect of Property Insured which has suffered Damage, the Sum Insured
- (b) in respect of undamaged portions of Property Insured, other than foundations, 15% of the amount We would have been liable to pay if the Property Insured at The Premises where Damage occurred had been completely destroyed or the amount shown in The Schedule if different.

Excluding any amount in respect of

- (1) the costs incurred
    - (a) for Damage not insured by this Section
    - (b) where notice was served on You before the Damage occurred
    - (c) where an existing requirement must be completed within a stipulated period.
  - (2) Any charge or assessment arising from capital appreciation following compliance with any European Union Legislation, Act of Parliament or Bye law.
- (4) The following Condition of Average will apply
- You will be liable to bear a proportionate share of the loss if the Sum Insured, at the time of Damage, is less than 85% of the amount necessary to replace the whole of the Property Insured and/or Computer and Electronic Equipment, at the time of rebuilding or replacement.

We will not provide cover if You do not incur the cost of replacing or repairing the Property Insured and/or Computer and Electronic Equipment or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement or You do not comply with any of the terms of this Clause. However, the Basis of Claim Settlement – Indemnity will apply.



For the purposes of this Basis of Claim Settlement Computer and Electronic Equipment means

- (1) all computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, data processing equipment, information repository, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto
- (2) personal computers, laptops, small micro computers and similar equipment used for processing electronic data and which are designed to be carried by hand
- (3) all electronic office equipment including telecommunications equipment, facsimile, printing and photocopying machines.

Computer and Electronic Equipment does not include Portable equipment away from The Premises, Computer and Electronic Equipment held as stock or customers' Computer and Electronic Equipment held in trust, Computer and Electronic Equipment controlling or monitoring any manufacturing process.

Where Damage occurs to stock and materials in trade, professional fees, debris removal, rent, pedal cycles and personal effects, Vehicles, the Basis of Claim Settlement - Indemnity will apply unless more specifically stated in The Schedule.

### **Basis of Claim Settlement - Indemnity**

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, unless the Basis of Claim Settlement - Reinstatement Clause or any other alternate Basis of Claim Settlement is stated to apply.

### **Basis of Claim Settlement - Day One Basis**

Where Item(s) of Property Insured are stated against this Clause the first and annual premiums are based upon the Declared Value as stated in The Schedule.

You must tell Us the Declared Value at the start of each Period of Insurance. We will use the last Declared Value notified to Us, for the following Period of Insurance, if You fail to notify Us of the Declared Value.

Paragraph (4) of the Basis of Claim Settlement - Reinstatement is restated as

- (4) If, at the time of the Damage, the Declared Value is less than the cost of reinstatement of the Property Insured, as set out in (1) of this Clause, at the start of the Period of Insurance, the maximum We will pay will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured.

We will not provide cover until You have incurred the cost of replacing or repairing the property, if You, or someone acting on Your behalf, have insured the property under another policy which does not have the same basis of reinstatement or if You do not comply with any of the provisions of this Clause.

However the Sums Insured will be limited to 108% of the Declared Values stated in The Schedule.

The maximum We will pay for each separate location subject to this Clause is as stated in The Schedule.

For the purposes of this Clause, Declared Value means

Your assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of the Basis of Claim Settlement - Reinstatement Clause at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for

- (1) the additional cost of reinstatement to comply with European Union Legislation, Act of Parliament and Bye laws of any public authority
- (2) professional fees and debris removal costs.

The Declared Value incorporated in each Item is stated in The Schedule.

## **Basis of Claim Settlement – Rent**

We will provide cover, if rent is insured under this Section, for loss of rent resulting from the Building or any part of the Building generating the rent received, or for which rent is payable being made unfit for the purpose of The Business as a result of Damage insured by this Section.

The maximum We will pay for loss of rent will be the proportion of the Rent Sum Insured that would have been payable during the period from the date of the Damage until the Building is repaired or reinstated.

## **Conditions**

***The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.***

### **Average**

Where a Sum Insured is stated to be subject to average, this means that if at the time of Damage, the Sum Insured is less than the total value of the Property Insured, You will be responsible for the difference and bear a proportionate share of the loss.

### **Interested Parties – Specified**

In the event of Damage as insured by this Section interested parties, as stated in The Schedule, must declare the nature and extent of their interest.

### **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.

## **Exceptions**

***The following exceptions apply to the Property Damage Section in addition to Policy Exceptions at the back of this policy.***

We will not provide cover for

- (1) Damage to the Property Insured caused by or consisting of gradual deterioration or wear and tear  
However, We will provide cover for any subsequent Damage which results from a cause not otherwise excluded.
- (2) Damage to the Property Insured caused by pollution or contamination other than to Vehicles and contents of customers' Vehicles in Your custody or control including costs and expenses  
However, We will provide cover for Damage to the Property Insured not otherwise excluded caused by
  - (a) pollution or contamination which results from Defined Contingencies (1) to (12)
  - (b) Defined Contingencies (1) to (12) which results from pollution or contamination.
- (3) Damage to the Property Insured caused by
  - (a) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe, or specifically mentioned as insured in The Schedule
  - (b) normal settlement of new structures
  - (c) acts of fraud or dishonesty
  - (d) disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error.
- (4) Damage to any Building or structure caused by its own cracking or collapse  
However, We will provide cover for Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded
- (5) Damage to gates, fences, or moveable property in the open which is not designed to be kept in the open, by wind, rain, hail, sleet, snow, flood or dust

- (6) Damage to the Property Insured caused by
- (a) escape of water from any tank, apparatus or pipe
  - (b) malicious persons (other than by fire or explosion)
  - (c) theft or attempted theft
- when The Premises are Unoccupied.
- (7) Damage to tyres caused by braking or by punctures, cuts or bursts
- (8) loss of value of Vehicles following repair other than under the Discount to Effect Sale clause
- (9) Damage to
- (a) railway locomotives or rolling stock
  - (b) watercraft or aircraft
  - (c) property in the course of construction including materials for use in the construction
  - (d) land, roads or pavements, piers, jetties, bridges, culverts or excavations
  - (e) livestock
  - (f) growing crops or trees.
- However, We will provide cover if such property is specified as insured in The Schedule and not otherwise excluded.
- (10) Damage insured by any marine policy or which would be insured under any marine policy if this policy did not exist
- However, We will provide cover for Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had the insurance not existed.
- (11) Damage more specifically insured by You or on Your behalf
- (12) any consequential loss or loss of use other than under the Loss of Use of Customers' Vehicles clause
- However, We will provide cover for rent when this item(s) is specifically mentioned as insured in The Schedule.
- (13) Damage caused by Your wilful act or wilful neglect
- (14) Damage to glass, china, earthenware, marble or other fragile objects, which do not form part of the structure of the Buildings or its fixtures and fittings, unless specifically mentioned as being insured in The Schedule
- However, We will provide cover for Damage not otherwise excluded which results from Defined Contingencies (1) to (12).
- (15) 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 Section, the burden of proving that any such Damage is covered under this Section will be upon You

- (16) (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 provide cover for 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.

- (17) the Excess stated in The Schedule.

## Definitions

***The following definitions apply to this Section in addition to the Policy Definitions 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.***

## Breakdown

- (1) The breaking, distortion or burning out of any part of the Machinery and Plant which occurs while the Machinery and Plant is being used normally, arising from
  - (a) any mechanical or electrical defect in the Machinery and Plant
  - (b) any sudden and unforeseen failure of any insured boiler or pressure plant.
- (2) the complete severance of a rope
- (3) the fracturing or distortion of any part of the Machinery and Plant by frost

including all resultant loss of cooling, lubricating or insulation oil, refrigerant or brine.

## Collapse

The sudden and dangerous distortion of any part of the Machinery and Plant caused by crushing stress by force of steam or fluid pressure.

## Computer Equipment

Mainframes, personal computers, servers and other equipment including

- (1) hard or solid-state drives
- (2) interconnected wiring
- (3) air conditioning and cooling equipment
- (4) generating and voltage regulating equipment
- (5) satellite and telecommunication links and computerised telephone exchanges
- (6) electronic access equipment
- (7) temperature and humidity recording equipment
- (8) Data Storage Materials

used for processing, communicating and storing electronic data.

## Damage

Physical loss, destruction or damage.

### **Data Carrying 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.

### **Explosion**

The sudden and violent rending of Machinery and Plant by force of internal steam or fluid pressure.

Explosion does not include

- (1) pressure of chemical action
- (2) ignition of the contents of the Machinery and Plant.

### **Portable Equipment**

Computer Equipment designed to be carried by hand whilst away from The Premises but within the Prescribed Territories.

This includes, but is not limited to, laptops, notebooks, palmtops, tablets, handheld computers, personal digital assistants, digital cameras, printers, projectors and other peripheral equipment that connects to other Portable Equipment.

We will not cover You for

- (1) Smartphones or mobile phones or any other equipment which has the primary purpose of making sending or receiving a telephone call
- (2) removable Vehicle satellite navigation systems
- (3) Items whose primary purpose is surveying, measuring, metering, recording or radio communication, unless specified in The Schedule.

### **Property Insured**

Property Insured as detailed in The Schedule.

## Business Interruption

### Cover

#### All Risks

We will cover You for any interruption or interference with The Business resulting from Damage to property used by You at The Premises for the purpose of The Business occurring during the Period of Insurance, provided that such Damage is not excluded by the Property Damage Section.

The Schedule will state any Clauses and Additional Covers which apply.

The maximum We will pay for any one claim is

- (1) for any Item, the Sum Insured stated in The Schedule
- (2) £250,000 for Damage by Breakdown or Collapse
- (3) in aggregate, the Total Sum Insured unless stated otherwise in the Basis of Settlement.

### Clauses

***These clauses apply and are stated in The Schedule***

#### Additional Increased Cost of Working

We will pay the additional expenditure necessarily and reasonably incurred due to the Damage solely for the purpose of avoiding or diminishing the reduction in Turnover, or Revenue, Fees, or Rentals as insured by this Section during the Indemnity Period and which exceeds the amount recoverable as an increase in cost of working included under the Insured Profit, Revenue, Fees or Rentals Item of this Section.

The maximum We will pay is the Sum Insured stated in The Schedule.

#### Additional Vehicle Charging Costs

We will pay the additional expenditure which You have necessarily and reasonably incurred for charging Your or Your customers' electric vehicles following Damage to Your electric vehicle charge points, in order to prevent or limit a reduction in Turnover.

We will not pay

- (1) where You are not responsible for the electric vehicle charge points which have suffered Damage
- (2) where the Damage to the electric vehicle charge points is not covered under the Property Damage section.

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

### Departments

If You conduct The Business in departments and independent trading results are obtainable, the Basis of Settlement of the Insured Profit item will apply separately to each department affected by the Damage.

If the insurance is not on a declaration linked basis and the Sum Insured by the Insured Profit item is less than the total of all the sums produced by applying the Rate of Insured Profit for each department of The Business to its relative Annual Turnover, irrespective of whether Damage affects other departments or not You will be Your own insurer for the difference and bear a rateable share of the loss. Claim amount(s) will be proportionately increased where the Maximum Indemnity Period exceeds 12 months.

### Essential Personnel

We will only pay the additional costs and/or expenses You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover, Revenue, Fees, or Rentals as insured by this Section during the Indemnity Period which but for such additional costs and/or expenses would have taken place caused by

- 1) death of any of Your Principals,  
or
- 2) total and permanent disablement of any of Your Principals, which prevents them from attending to their normal occupation due to injury caused by accidental and violent means.

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



The following definition applies to this Clause

### **Principals**

Any person who is an owner, partner, company director or trustee of The Business.

### **Lottery Winners**

We will provide cover for the additional costs and/or expenses You incur, including but not limited to, recruitment and additional overtime costs and the cost of employing temporary staff for amounts in excess of permanent full time rates of payment, where an Employee or group of Employees resign from their post(s) within The Business as a direct consequence of them securing a win in a Lottery.

The maximum We will pay in respect of any one loss will be as stated in The Schedule.

We will not provide cover unless the Employee or group of Employees resign within the number of days from the date of the successful Lottery win, and the amount won is in excess of the amount stated in The Schedule.

For the purposes of this Clause, the following definitions apply:

### **Indemnity Period**

The period during which The Business results are affected due to an Employee or group of Employees resigning from their post(s) within The Business as a direct consequence of their securing a win in a Lottery, starting from the date of the first resignation and ending no later than the Maximum Indemnity Period.

### **Lottery**

UK National Lottery Prize Draws including Scratchcards, UK National Football Pools, Euro Millions Lottery, Irish National Lottery and UK Premium Bond Prize Draws.

### **Maximum Indemnity Period**

As stated in The Schedule.

### **Outstanding Debit Balances (Book Debts)**

We will pay for loss sustained by You in respect of Outstanding Debit Balances which You are unable to trace or establish as a result of Damage during the Period of Insurance.

The amount payable shall not exceed the total of

- (1) the difference between the Outstanding Debit Balances and the total of the amounts received or traced in respect of such balances
- (2) the additional expenditure incurred with Our consent in tracing and establishing customers' debit balances after the loss

provided that each month You record the total amount outstanding in customers' account and store a copy of the record elsewhere than at The Premises where such record was made.

The maximum We will pay is stated in The Schedule.

If the Sum Insured by this item is less than the Book Debts the amount payable shall be proportionately reduced.

The following definition applies to this Clause.

### **Outstanding Debit Balances**

The total declared in the last monthly recorded statement made in accordance with provision stated above, adjusted for

- (1) bad debts
- (2) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of loss) to customers' accounts in the period between the date to which the total last statement relates and the date of the loss
- (3) any abnormal condition of trade which had or could have had a material effect on The Business so that the figures represent as near as reasonably practicable results which but for the loss would have obtained at the date of the loss had such loss not occurred.

## Public Relations Expenses

We will pay, following Damage, additional public relations costs and expenses necessary and reasonably incurred with Our consent to maintain the reputation of The Business.

The maximum We will pay in respect of any one loss and in the Period of Insurance is the amount stated on The Schedule.

## Renewable Energy Income

We will pay for the loss of income from the generation of renewable energy following Damage to property at The Premises, provided that such property is insured under the Property Damage Section of this policy.

For the purposes of this clause the Property Cover condition of this section does not apply.

The maximum We will pay is stated in The Schedule.

## Salvage Sale

If following Damage, giving rise to a claim under this Section, You hold a salvage sale during the Indemnity Period, Part (1) of the Basis of Settlement for Insured Profit is amended so that We will pay, for the reduction in Turnover, the sum produced by applying the Rate of Insured Profit to the amount by which, due to Damage the Standard Turnover exceeds the Turnover during the Indemnity Period, less the Turnover for the period of the salvage sale, from which sum shall be deducted the Insured Profit actually earned during the period of the salvage sale.

## Workplace Recovery Office Facilities

We will pay You following Damage at The Premises which results in You using such Workplace Recovery Office Facilities or IT Recovery Services for a period lasting more than 24 hours to either avoid or mitigate such interruption or interference with the Business either:

- (1) the current annual contract fee paid or required to be paid by You where You have in place prior to the Damage an external contract for the provision of Workplace Recovery Office Facilities or IT Recovery Services supplied by a disaster recovery services provider, or
- (2) additional costs of any similar replacement Workplace Recovery Office Facilities or IT Recovery Services where You have in place, Your own internal designated Workplace Recovery Office Facilities IT Recovery Services which results in You using, or temporarily losing the use of, Your own internal designated facilities or services.

The maximum We will pay in any one Period of Insurance is stated in The Schedule.

For the purposes of this Clause the following definitions apply

### IT Recovery Services

Temporary Information Technology facilities.

### Workplace Recovery Office Facility

Temporary replacement office accommodation and services.

## Basis of Settlement

*The following basis of settlement cover applies to this Section where stated in The Schedule, except where otherwise stated.*

## Insured Profit Sum Insured Basis Specification

### Item

Insured Profit Sum Insured stated in The Schedule.

### Basis of Settlement

We will cover You only for loss of Insured Profit due to

- (1) reduction in Turnover, and
- (2) increase in cost of working.



We will pay, less any savings during the Indemnity Period in business charges or expenses, payable out of Insured Profit, which reduce or cease due to the Damage,

- (1) Turnover, the sum produced by applying the Rate of Insured Profit to the amount by which, due to the Damage, the Standard Turnover exceeds the Turnover during the Indemnity Period.
- (2) increase in cost of working, any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover during the Indemnity Period which but for such additional expenses would have taken place due to the Damage.

We will not pay, in respect of (2) above, more than the amount produced by applying the Rate of Insured Profit to the reduction in Turnover avoided by the expenditure.

If at the time of the Damage the Sum Insured is less than the sum produced by applying the Rate of Insured Profit to the Annual Turnover, proportionately increased where the Maximum Indemnity Period exceeds 12 months, You will be Your own insurer for the difference and bear a rateable share of the loss.

## **Notes**

All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.

Any adjustment made for current cost accounting will be ignored.

## **Clauses**

***The following clauses apply to this Specification.***

### **Alternative Premises**

The Turnover during the Indemnity Period will include Insured Profit derived elsewhere than from The Premises if The Business is conducted elsewhere than at The Premises.

### **Auditors and Professional Accountants Fees**

We will pay Your auditors' and professional accountants' reasonable charges for

- (1) producing information We require for investigating any claim, and
- (2) confirming the information is in accordance with Your business books

The maximum We will pay for any claim, including auditors' and professional accountants' charges, is the Sum Insured.

### **Automatic Reinstatement**

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

However, You must pay any additional premium required to reinstate the Sum Insured.

### **Return Premium**

We will allow a return premium for the Period of Insurance where

- (1) You provide Us with a professional accountant's declaration of Insured Profit earned in Your financial year most closely corresponding to that Period of Insurance, and
- (2) the declared figure proportionately increased where the Maximum Indemnity Period exceeds 12 months is less than the Sum Insured.

The adjustment will be based on the difference between the declared figure proportionately increased where necessary and the Sum Insured.

The maximum We will repay is 50% of the premium paid by You for the Period of Insurance.

We will not return premium for any reduction in Insured Profit which is entirely due to a claim.

### **Uninsured Working Expenses**

We will calculate any such payment on the basis of the proportion that the Insured Profit bears to the Insured Profit and the total Uninsured Working Expenses.

Any increase in cost of working payment will take into account any Uninsured Working Expenses after having been deducted in arriving at the Insured Profit which have not reduced in proportion to the reduction in Turnover.

## **Definitions**

***The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the back of this policy and keep the same meaning wherever they appear in the Specification.***

### **Indemnity Period**

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.

### **Insured Profit**

The combined value of the Turnover, closing stock and work in progress, less the combined value of opening stock and work in progress and Uninsured Working Expenses.

The values of opening and closing stocks and work in progress will be calculated using Your usual accounting methods and will make due provision for depreciation.

### **Maximum Indemnity Period**

The number of months stated in The Schedule, unless amended in any Additional Cover or Clause.

### **Rate of Insured Profit**

Insured Profit earned on and expressed as a percentage of Turnover, during the financial year immediately before the date of the Damage.

### **Annual Turnover**

The Turnover during the 12 months immediately before the date of the Damage.

### **Standard Turnover**

The Turnover during the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.

Rate of Insured Profit, Annual Turnover and Standard Turnover may be adjusted to reflect any trends or circumstances which affect The Business before or after the Damage and/or would have affected The Business had the Damage not occurred. The adjusted figures represent as near as possible the results which would have been achieved during the same period had the Damage not occurred.

### **Turnover**

Money paid or payable to You for goods sold and delivered and/or services provided in course of The Business at The Premises.

### **Uninsured Working Expenses**

- (1) Purchases of materials for production or re-sale less any discounts received
- (2) discounts allowed, and
- (3) any additional uninsured working expenses stated in The Schedule.

The words and expressions used in this definition will have the meaning usually attached to them in Your books and accounts.

## **Gross Rentals Sum Insured Basis Specification**

### **Item**

Gross Rentals Sum Insured stated in The Schedule.

### **Basis of Settlement**

We will cover You only for loss of Gross Rentals due to

- (1) loss of Gross Rentals, and

(2) increase in cost of working.

We will pay, less any savings during the Indemnity Period in business charges or expenses, payable out of Gross Rentals, which reduce or cease due to the Damage,

- (1) Gross Rentals, the amount by which, due to the Damage, the Standard Gross Rentals exceed the Gross Rentals during the Indemnity Period
- (2) increase in cost of working, any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Gross Rentals during the Indemnity Period which but for such additional expenses would have taken place due to the Damage.

We will not pay, in respect of (2) above, more than the reduction avoided by the expenditure.

If at the time of the Damage the Sum Insured is less than the Annual Gross Rentals, proportionately increased where the Maximum Indemnity Period exceeds 12 months, You will be Your own insurer for the difference and bear a rateable share of the loss.

## **Notes**

All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.

## **Clauses**

*The following clauses apply to this Specification.*

### **Alternative Premises**

The Gross Rentals during the Indemnity Period will include Gross Rentals derived elsewhere than from The Premises if The Business is conducted elsewhere than at The Premises.

### **Auditors, Professional Accountants and Legal Fees**

We will pay Your auditors', professional accountants' and solicitors' reasonable charges for

- (1) producing information We require for investigating any claim, and
- (2) confirming the information is in accordance with Your business books, and
- (3) determining Your contractual rights under any rent cessor clause or insurance break clause contained in the lease

but not for any other purposes in the preparation of a claim.

The maximum We will pay for any claim, including auditors', professional accountants' and solicitors' charges, is the Sum Insured.

### **Automatic Reinstatement**

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

However, You must pay any additional premium required to reinstate the Gross Rentals.

### **Return Premium**

We will allow a return premium for the Period of Insurance where

- (1) You provide Us with a professional accountant's declaration of Gross Rentals earned in Your financial year most closely corresponding to that Period of Insurance, and
- (2) the declared figure (proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured.

The adjustment will be based on the difference between the declared figure (proportionately increased where necessary) and the Sum Insured.

The maximum We will repay is 50% of the premium paid by You for the Period of Insurance.

We will not return premium for any reduction in Gross Rentals which is entirely due to a claim.

## **Definitions**

***Applicable to this Specification.***

### **Gross Rentals**

Money paid or payable to You by tenants for rental of The Premises and for services provided in connection with The Business at The Premises.

### **Annual Gross Rentals**

Gross Rentals during the 12 months immediately before the date of the Damage.

### **Standard Gross Rentals**

Gross Rentals during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.

Annual and Standard Gross Rentals may be adjusted to reflect any trends or circumstances which affect The Business before or after the Damage or would have affected The Business had the Damage not occurred.

The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.

### **Indemnity Period**

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.

### **Maximum Indemnity Period**

The number of months stated in The Schedule, unless amended in any Additional Cover.

## **Increased Cost of Working - Commercial and Industrial Basis Specification Item**

Increased Cost of Working Sum Insured stated in The Schedule.

Auditor's and Professional Accountant's Charges stated in The Schedule.

The Schedule will state which of the above items apply and any other items which apply.

### **Basis of Settlement**

We will cover You only for additional expenditure reasonably and necessarily incurred as a result of the Damage, to continue The Business during the Indemnity Period.

We will pay, less any savings during the Indemnity Period in business charges or expenses, which reduce or cease due to the Damage

- (1) during the first three months of the Indemnity Period 25% of the Maximum Limit
- (2) for each subsequent month of the Indemnity Period, the proportion of the Remainder Limit which the one month bears to the Remainder Period, or nine months, whichever is the longer

The maximum amount We will pay in respect of any one building is the Maximum Limit.

## **Definitions**

***The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the back of this policy and keep the same meaning wherever they appear in the Specification.***

### **Indemnity Period**

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.

### **Maximum Indemnity Period**

The number of months stated in The Schedule, unless amended in any Additional Cover or Clause.

### **Maximum Limit**

- (1) The result of dividing the Sum Insured, for Increased Cost of Working, by the number of separate buildings at all of The Premises
- (2) if a limit stated in The Schedule applies to one or more building, the Maximum Limit for the building will be calculated by applying the 'Percentage Limit' shown against each building to the Sum Insured for Increased Cost of Working.

The remainder of the Sum Insured will be divided equally between the other buildings to produce the Maximum Limit for each.

If the limit is shown as an amount, this amount will be the Maximum Limit for the building concerned.

### **Remainder Limit**

The Maximum Limit less any sum paid or payable for loss during the first three months of the Indemnity Period.

### **Remainder Period**

The Maximum Indemnity Period less three months.

### **Additional Covers**

The Schedule states which Additional Covers apply together with any

- (1) Contingencies applicable, if different from the Business Interruption Section
- (2) Sum Insured
- (3) Excess, consecutive hours or Deductible.

The insurance by each of the Items under the Business Interruption Section is extended to include interruption or interference with The Business resulting from

- (1) the Additional Cover, or
- (2) Damage at The Premises or situations, or
- (3) Damage to the property

described below.

The maximum We will pay under each Additional Cover for any one loss is the sum insured, percentage or maximum amount payable stated in The Schedule, unless otherwise specifically stated within an individual Additional Cover.

The amounts or limits stated are inclusive of any amounts payable under the provisions of any Clauses stated in The Schedule.

### **Action by Police, Government or Other Competent Authority**

The prevention or restriction of access to, or the closure of, The Premises by any Police, Government or other competent authority due to an emergency event within the distance stated in The Schedule of the boundary of The Premises that causes or threatens a danger or disturbance.

The maximum We will pay in respect of any one claim and in the aggregate in any one Period of Insurance is the amount stated in The Schedule.

The provisions of any Automatic Reinstatement Clause do not apply to this Additional Cover.

We will not provide cover for

- (1) any action taken in controlling, preventing or suppressing the spread of any disease
- (2) any danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission
- (3) any interruption or interference lasting less than the consecutive hours stated in The Schedule.

### **Definitions**

For the purposes of this Additional Cover, the following definitions apply:

## **Indemnity Period**

The period during which the results of The Business are affected due to the emergency event starting from the date The Premises are closed or their access prevented or restricted and ending not later than the Maximum Indemnity Period.

## **Maximum Indemnity Period**

As stated in The Schedule.

## **Exhibition Sites**

We will pay the reduction in Turnover, Revenue, Fees, or Rentals as insured by this Section during the Indemnity Period incurred as a result of Damage arising from any situation where You are exhibiting or are contracted to exhibit goods or services, including Your Insured Property, at or while in transit to or from any such situation in the European Economic Area.

We will also pay any costs or expenses You have necessarily and reasonably incurred in connection with any exhibition which You cannot otherwise recover.

## **Full Failure of Electricity, Gas and/or Water Supply**

We will provide cover following the accidental failure of Your supply of

- (1) electricity
- (2) gas
- (3) water

at the terminal ends of Your supplier's feed at The Premises within the Prescribed Territories which interrupts or interferes with The Business during the Period of Insurance.

The maximum We will pay in respect of any one claim and in total in respect of all claims in the Period of Insurance is the amount stated in The Schedule, unless otherwise specified.

The Maximum Indemnity Period is stated in The Schedule.

We will not provide cover for any accidental failure

- (1) caused by the deliberate act of any supplier of
  - (a) electricity
  - (b) gas
  - (c) wateror caused by the exercise by any supplier of (a) – (c) above of its power to withdraw or restrict supply or services
- (2) caused by any industrial action
- (3) in respect of water supply only, caused by drought or other weather conditions unless equipment has been damaged
- (4) lasting less than the consecutive hours stated in The Schedule unless the failure results from Damage to any
  - (a) generating sub-station of Your supplier of electricity
  - (b) land based premises of Your supplier(s) of gas and/or of any natural gas producer directly linked to Your supplier(s) of gas
  - (c) water works and/or pumping station of Your supplier(s) of water within the Prescribed Territories
- (5) lasting more than 7 consecutive days unless the failure results from Damage to any
  - (a) generating sub-station of Your supplier of electricity
  - (b) land based premises of Your supplier(s) of gas and/or of any natural gas producer directly linked to Your supplier(s) of gas
  - (c) water works and/or pumping station of Your supplier(s) of water within the Prescribed Territories.



## **Motor Vehicles**

Motor vehicles belonging to You in the Prescribed Territories but not in any premises You occupy.

## **Prevention of Access**

Damage to Property

- (1) within the distance in miles of the boundary of The Premises stated in The Schedule; and
- (2) which physically prevents or restricts access to, or use of, The Premises.

The provisions of any Automatic Reinstatement Clause do not apply to this Additional Cover.

We will not provide cover for

- (1) any action taken in controlling, preventing or suppressing the spread of any disease
- (2) any danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission
- (3) any interruption or interference lasting less than the number of consecutive hours stated in The Schedule.

## **Definitions**

For the purposes of this Clause, the following definitions apply:

### **Indemnity Period**

The period during which the results of The Business are affected due to the accident, occurrence or discovery starting from the date The Premises are closed or their use restricted and ending not later than the Maximum Indemnity Period.

### **Maximum Indemnity Period**

As stated in The Schedule.

## **Property in the Custody of Sub-Contractors**

Your property, or property for which You are responsible whilst temporarily in the custody or control of Your sub-contractors at any premises within the Prescribed Territories.

## **Transit**

Your property while in transit by road, rail or inland waterway in the Prescribed Territories.

## **Unspecified Customers**

Any of Your customers premises within the Prescribed Territories.

## **Unspecified Suppliers**

Any premises of Your suppliers, including any motor vehicle manufacturer or any manufacturer supplying them with components or materials, within the Prescribed Territories or any member country of the European Union.

The maximum We will pay is the lower of the percentage of the Sum Insured or Maximum Amount Payable stated in The Schedule.

We will not provide cover for Damage at any premises of suppliers of electricity, gas, water or telecommunications services.

## **Vehicle Storage Sites**

Anywhere within the Prescribed Territories where You are storing Vehicles.

The maximum we will pay is the lower of the percentage of the sum insured or maximum amount payable stated in the schedule.

We will not provide cover for any premises You occupy.

## **Conditions**

***The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.***

## **Alteration**

We will not cover You under this Section if

- (1) any Policyholder
  - (a) agrees a composition or arrangement with creditors, or
  - (b) agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 or any successor act, or
  - (c) has an application made under the Insolvency Act 1986 or any successor act to the court for the appointment of an administrator, or
  - (d) has a winding up order made or a resolution for voluntary winding up passed except for the purposes of amalgamation or reconstruction, or has a provisional liquidator, receiver, or receiver and manager of The Business duly appointed, or
  - (e) has an administrative receiver, as defined in the Insolvency Act 1986 or any successor act, appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge
- (2) Your interest ceases otherwise than by Your death

However, We will provide cover if We agree otherwise.

### **Claims Procedures**

If in relation to any claim, You have failed to comply with the following Claims Procedures, You will lose Your right to payment for that claim.

You must

- (1) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or minimise any Damage
- (2) at Your expense, provide Us with details of the claim and of any other insurances covering the Damage within 30 days after the expiry of the Indemnity Period or such further time that We may allow and provide Us with books, records and documents We require to assess Your claim
- (3) repay Us, any payment on account We have already made, if You fail to comply with this condition.

### **Index Linking**

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

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

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

### **Payments on Account**

Claim payments on account may be made to You during the Indemnity Period, if required.

### **Property Cover**

We will not provide cover under this Section unless

- (1) there is in force, at the time of the Damage, an insurance policy covering Your interest in the property at The Premises for the Damage, and
- (2) payment has been made or liability admitted for such Damage, or payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a stated amount in such insurance policy.

### **Subrogation Rights Waiver**

In the event of a claim under this Section, We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against

- (1) any company whose relationship to You is either a parent or subsidiary and/or
  - (2) any company which is a subsidiary of a parent company of which You are a subsidiary
- as defined in the relevant legislation current at the time of Damage.



## Exceptions

***The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.***

## All Risks

We will not provide cover for

- (1) Damage caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services  
However, We will provide cover for such Damage which itself results from a cause not otherwise excluded and subsequent Damage which is not otherwise excluded
- (2) erasure or distortion of Data unless caused by Damage to the equipment on or in which the Data is processed or recorded
- (3) any Damage resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in 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 Section, the burden of proving that any such Damage is covered under this Section will be upon You

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

However, We will provide cover in respect of subsequent Damage to property used by You for the purposes of The Business at The Premises caused by or resulting from Defined Contingencies (1) to (11), (13) and (15) which are not otherwise excluded.

## Definitions

***The following definitions apply to this Section in addition to the Policy Definitions 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.***

## Damage

Physical loss, destruction or damage.

## **Employers' Liability Section**

### **Cover**

We will provide cover to The Insured for legal liability to pay Compensation, Costs and Expenses for Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in The Business within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity.

### **Clauses**

***These clauses apply and are stated in The Schedule***

### **Additional Activities**

The Business includes

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

### **Contractual Liability**

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

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

### **Corporate Manslaughter and Corporate Homicide Act 2007**

We will cover You for

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

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide cover

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business
- (2) in respect of proceedings which result from any deliberate act or omission by You or which relate to any person other than an Employee
- (3) in respect of any fines or remedial or publicity orders or any steps required to be taken by such orders
- (4) where cover is provided by another insurance policy.

### **Cross Liabilities**

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

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

## Health and Safety Legislation

We will provide cover to The Insured for

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

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide cover

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during The Period of Insurance within The Defined Territories and in connection with The Business
- (2) in respect of proceedings which result from any deliberate act or omission by You or which relate to the health and safety of any person other than an Employee
- (3) where cover is provided by another insurance policy.

## Our Right of Recovery

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

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

## Payment for Court Attendance

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

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

## Unsatisfied Court Judgments

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

Payment will only be made where

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

## Conditions

***There are no Conditions applying to this section. Policy Conditions can be found at the back of this document***

## Exceptions

***Policy Exceptions can be found at the back of this document***

We will not provide cover for

- (1) work in or on and travel to, from or within any offshore
  - (a) accommodation, exploration, drilling or production rig or platform
  - (b) support vessel

- (2) Bodily Injury sustained by any Employee when such person is
  - (a) carried in or upon a vehicle
  - (b) entering or getting on to, or alighting from, a vehicle
 where any road traffic legislation requires insurance or security
- (3) liquidated damages, penalty clauses, fines, or aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
- (4) any activity arising out of the organisation or sponsorship of, or participation in, any motor
  - (a) competition
  - (b) trial
  - (c) performance test
  - (d) race or race practising
 between any vehicle or otherwise and irrespective of whether it takes place on any circuit or track
- (5) any consequence resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) Terrorism
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to Terrorism except as stated in **Special Provision - Terrorism** below.

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (5)(a) and/or (5)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

#### **Special Provision - Terrorism**

Subject otherwise to the terms of the policy

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

- (6) any consequence resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (6)(a) above except as stated in **Special Provision - War** below.

#### **Special Provision - War**

Subject otherwise to the terms of the policy

Neither of the exclusions in (6)(a) and (6)(b) above shall apply to the Employers' Liability Section but The Limit of Indemnity for the purpose of this Special Provision - War is limited to the War Limit of Indemnity stated in The Schedule, including Costs and Expenses.

### **Definitions**

***Policy Definitions can be found at the back of this document***

#### **Bodily Injury**

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

#### **Compensation**

Damages, including interest.

## **Costs and Expenses**

- (1) Fees for The Insured's legal representation at any Coroner's Inquest or Fatal Accident Inquiry or proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) costs and expenses incurred with Our written consent
- (3) Any claimants legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of cover under this Section.

## **Terrorism**

Any act or acts including but not limited to the use or threat of force and/or violence and/or harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

## **The Defined Territories**

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

## **The Insured**

- (1) You and Your personal representatives in respect of legal liability You incur
- (2) At Your request, including the personal representatives of these persons
  - (a) any director, partner or Employee of Yours
  - (b) the officers, committees and members of Your canteen, social, sports, educational and welfare organisations, first aid, fire, security and ambulance services in their respective capacities as such
  - (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
  - (d) those who hire plant to You to the extent required by the hiring conditionsfor legal liability for which You would have been entitled to cover if the claim had been made against You.

Each covered party will be subject to the terms of this Section so far as they apply.

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

## **The Limit of Indemnity**

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

## **The Territorial Limits**

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

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

## Public and Products Liability

### Cover

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

- (1) Personal Injury
- (2) Damage to Property
- (3) obstruction, trespass, nuisance or interference with any right of way, air, light or water

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

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses.

However, for any claim brought in the United States of America, or any territory within its jurisdiction, or Canada the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

### Clauses

***These clauses apply and are stated in The Schedule***

### Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises
- (2) canteen, social, sports, educational, and welfare organisations for the benefit of any Employee
- (3) Your first aid, fire, security and ambulance services
- (4) Your participation in exhibitions, trade fairs and conferences
- (5) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours
- (6) repair, maintenance and servicing of mechanically propelled vehicles and plant owned and used by You, sale or disposal of Your own property, goods, and mechanically propelled vehicles
- (7) provision of gifts and promotional material incidental to the business specified in The Schedule.

### Consumer Protection Act 1987 and Food Safety Act 1990

We will provide cover to The Insured for

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

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

We will not provide cover

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business
- (2) for proceedings which result from any deliberate act or omission by You
- (3) where cover is provided by another insurance policy.

### Contractual Liability

We will provide cover for accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

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



## **Corporate Manslaughter and Corporate Homicide Act 2007**

We will provide cover for

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

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide cover

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business
- (2) in respect of proceedings which result from any deliberate act or omission by You or which relate to any Employee
- (3) in respect of any fines or remedial or publicity orders or any steps required to be taken by such orders
- (4) where cover is provided by another insurance policy.

## **Cross Liabilities**

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

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

## **Data Protection**

We will provide cover for

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

arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The maximum We will pay for all claims happening during any one Period of Insurance is stated in The Schedule.

We will not provide cover for

- (1)
  - (a) Personal Injury other than as provided by this clause
  - (b) Damage to Property
  - (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
  - (d) libel, slander or defamation
- (2) consequential losses
- (3) liability as a result of You having authorised the destruction or disclosure of the data or which could reasonably have been expected to arise as a result of any other deliberate act or omission by You
- (4) liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages
- (5) liability under any penalty clause or any fine or statutory payment
- (6) legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements
- (7) proceedings relating to Compensation for any Employee if the Employers' Liability Section of this policy is not in force.

## Defective Premises

We will provide cover for legal liability for accidental Bodily Injury or Damage to Property arising under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001, in connection with any premises which You previously owned or occupied for the purposes of The Business.

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

## Employees' and Visitors' Personal Belongings

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

We will not provide cover where Property is

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

## Financial Loss

We will provide cover for legal liability for Financial Loss occurring during The Period of Insurance but only where a claim is first made against The Insured during the Period of Insurance and notified to Us in writing as soon as reasonably practicable during the Period of Insurance or within 30 days of its expiry.

The maximum We will pay under this Financial Loss clause, including Costs and Expenses, in any one Period of Insurance shall be the amount stated in The Schedule for Financial Loss. This amount forms part of and is not in addition to The Limit of Indemnity stated in The Schedule for the Public and Products Liability Section.

## Financial Loss - Claims Operation

All claims for Financial Loss arising out of one original cause, shall be considered by Us to have been made at the point in time when the first claim was notified to Us. Any claim or series of claims made against The Insured within the Period of Insurance but notified to Us after the Period of Insurance but within 30 days of its expiry shall be considered by Us to have been made on the last day of the Period of Insurance.

## Financial Loss - Exceptions

***The following Exceptions apply to this Financial Loss clause in addition to the Section Exceptions for Public and Products Liability and the Policy Exceptions stated elsewhere in this policy document.***

We will not provide cover under this Financial Loss clause for claims arising from

- (1) circumstances happening before the inception date of this clause
- (2) non or late delivery of Products Supplied
- (3) abandonment or postponement of any exhibition, meeting, function or other event
- (4) insolvency or financial default
- (5) any
  - (a) dishonest, fraudulent, criminal, or malicious act or omission including but not limited to conspiracy, deceit, intimidation or inducement of breach of contract
  - (b) deliberate act or deliberate omissionby You or on Your behalf which could reasonably have been expected by You given the nature and circumstances of such an act or omission
- (6) the passing off or infringement of any trademark, trade name, merchandise mark, registered design, copyright or patent right
- (7) libel, slander, defamation or injurious falsehood
- (8) the Data Protection Act 1998 or the General Data Protection Regulation (Regulation (EU) 2016/679) or any legislation implementing the General Data Protection Regulation or any replacement legislation in respect of any of the foregoing



- (9) any reduction in value of Property or Products Supplied
- (10) the handling of money, accounting, the provision of finance or advice on financial matters.

### **Financial Loss – Claims Condition**

***The following Claims Condition applies to this Financial Loss clause in addition to the Policy Conditions at the back of this policy. If there is any other condition relating to claims procedures applying to this Public and Products Liability Section which conflicts with this condition, then the terms of this Claims Condition will prevail.***

If in relation to any claim You fail to comply with this Financial Loss Claims Condition, You will lose Your right to cover for that claim.

If during the Period of Insurance, You become aware of any circumstance which may reasonably be expected to give rise to a claim under this clause, You must provide Us with written notice of such circumstance as soon as reasonably practicable within the Period of Insurance or within 30 days of its expiry.

Providing you have notified Us in accordance with this condition, if a claim or series of claims subsequently arise from such a circumstance, We shall consider that claim or series of claims to have been made during the Period of Insurance in accordance with the Claims Operation provisions of this Financial Loss clause.

### **Health and Safety Legislation**

We will provide cover for

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

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide cover

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business
- (2) in respect of proceedings which result from any deliberate act or omission by You or which relate to the health and safety of any Employee
- (3) where cover is provided by another insurance policy.

### **Hired or Rented Premises**

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

We will not provide cover for

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

### **Libel and Slander (In House Publications)**

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

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

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

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

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

We will not provide cover for

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

### **Definition**

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

### **In House Publication**

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

### **Overseas Personal Liability**

We will provide cover to You and, at Your request, any director, partner or Employee of Yours for legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also cover any accompanying spouse and children.

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

We will not provide cover

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

### **Payment for Court Attendance**

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

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

### **Servicing Sale and Supply**

Exceptions 5 and 6(a) will not apply to legal liability for accidental Damage to Products Supplied

- (1) caused by Servicing
- (2) following the sale or supply by You of any Vehicle where such Damage directly results from work carried out by You or on Your behalf.

Cover under this clause does not include:

- (1) Damage to, or the cost incurred by anyone in respect of repairing, removing, replacing, reapplying, rectifying, or reinstating Products Supplied where such Products Supplied are the cause of the Damage
- (2) the cost incurred by anyone in redoing the work originally carried out by You or on Your behalf.

## Conditions

***The following Conditions apply to this Section in addition to the Policy Conditions at the back of this policy document***

## Suspension of Cover

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

## Exceptions

***The following Exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy document.***

We will not provide cover for

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business
- (2) any activity arising out of the organisation or sponsorship of, or participation in, any motor
  - (a) competition
  - (b) trial of speed or otherwise
  - (c) performance test
  - (d) race or race practisingbetween any vehicle or otherwise and irrespective of whether it takes place on any circuit or track.
- (3) the ownership, possession or use by or on behalf of The Insured of any
  - (a) aircraft, aerial device or hovercraft
  - (b) watercraft exceeding eight metres in length
  - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than the loading or unloading of any such vehicle, trailer or plant where cover is not provided by another insurance policy
- (4) Damage to Property
  - (a) which You own or which is loaned, leased, hired or rented to The Insured
  - (b) which is held in trust or in the custody or control of The Insured or any other party who is carrying out work on Your behalfother than in the circumstances described in the Hired or Rented Premises clause, the Employees' and Visitors' Personal Belongings clause or the Buildings Temporarily Occupied clause
  - (c) which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions
- (5) Damage to Products Supplied
- (6) the cost incurred by anyone in
  - (a) repairing, removing, replacing, reapplying, rectifying, or reinstating
  - (b) the maintenance, inspection, testing, alteration, cleaning or treatment of
  - (c) recalling or making refunds in respect of Products Supplied
- (7) Damage to, or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying, reinstating, recalling, or making refunds in respect of, The Works
- (8) the cost (incurred by anyone) of Servicing or carrying out Servicing again
- (9) liability arising from Products Supplied which are exported by You or with Your knowledge or on Your behalf to the United States of America or any territory within its jurisdiction or Canada
- (10) Professional Advice which is performed or provided for a fee or in circumstances where a fee would normally be charged

- (11) the carrying out of any work, or any Products Supplied, which affects or could affect
  - (a) the navigation, propulsion or safety of any aircraft or other aerial device
  - (b) the safety or operation of nuclear installations
- (12) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.  
All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place
- (13) (a) work in or on and travel to, from or within
  - (b) Products Supplied to any offshore
    - (i) accommodation, exploration, drilling or production rig or platform
    - (ii) support vessel
- (14) liquidated damages, penalty clauses, fines, or aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
- (15) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied (other than liability imposed under any warranty of goods implied by law)
- (16) (a) exposure to
  - (b) inhalation of
  - (c) fears of the consequences of exposure to or inhalation of
  - (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos including any product containing Asbestos

- (17) any amounts of Compensation, Costs and Expenses shown in The Schedule as The Excess. You will reimburse any amount paid by Us
- (18) any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with
  - (a) Virus or Similar Mechanism
  - (b) Denial of Service Attack
  - (c) unauthorised access to or use of Computer and Electronic Equipment

However, We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded

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

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (18)(a) and/or (18)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You

### **Special Provision - Terrorism**

Subject otherwise to the terms of the policy

Neither of the exclusions in (18) (a) and (18) (b) above shall apply to the Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to

- (a) the Terrorism Limit of Indemnity stated in The Schedule in respect of any one event or all events consequent on or attributable to one original cause
- (b) the Terrorism Limit of Indemnity stated in The Schedule in respect of all events happening in any one Period of Insurance in respect of Products Supplied
- (c) the Terrorism Limit of Indemnity stated in The Schedule in respect of all events happening in any one Period of Insurance in respect of Pollution and Contamination.

## **Definitions**

***The following Definitions apply to this Section in addition to the Policy Definitions at the back of this policy document***

### **Asbestos**

Asbestos, asbestos fibres or any derivatives of asbestos.

### **Bodily Injury**

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

### **Compensation**

Damages, including interest.

### **Costs and Expenses**

- (1) Fees for the Insured's legal representation at any Coroner's Inquest or Fatal Accident Inquiry or proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) costs and expenses  
incurred with Our written consent
- (3) Any claimants legal costs for which The Insured is legally liable  
in connection with any event which is or may be the subject of cover under this Section.

### **Damage**

Physical loss, destruction, damage.

### **Financial Loss**

A pecuniary loss suffered by any retail purchaser or user of Products Supplied which

- (1) is a direct result of Products Supplied not being of Satisfactory Quality; and
- (2) does not arise from Personal Injury or Damage to Property.

### **Personal Injury**

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

### **Pollution or Contamination**

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

### **Products Supplied**

Anything which is manufactured, sold, supplied, repaired, tested, maintained, renovated, altered, cleaned, inspected, processed, treated, installed, constructed, erected or transported by You or on Your behalf and which is no longer in the custody or control of The Insured.

### **Property**

Material property.

## **Servicing**

The repair, maintenance, renovation, alteration, testing, cleaning or inspection by You or on Your behalf of any Vehicle which is not owned by, or leased, hired or rented to, You.

## **Satisfactory Quality**

The standard set out in Section 9 of the Consumer Rights Act 2015 or Section 14 of the Sales of Goods Act 1979 (whichever is deemed to apply) or under any replacement legislation in respect of either of the foregoing.

## **Terrorism**

Any act or acts including but not limited to the use or threat of force and/or violence and/or harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

## **The Defined Territories**

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

## **The Insured**

- (1) You and Your personal representatives in respect of legal liability You incur
- (2) At Your request, including the personal representatives of these persons
  - (a) any director, partner or Employee of Yours
  - (b) the officers, committees and members of Your canteen, social, sports, educational and welfare organisations, first aid, fire, security and ambulance services in their respective capacities as such
  - (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
  - (d) those who hire plant to You to the extent required by the hiring conditionsfor legal liability for which You would have been entitled to cover if the claim had been made against You.

Each covered party will be subject to the terms of this Section so far as they apply.

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

## **The Limit of Indemnity**

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

In respect of Products Supplied and Pollution or Contamination The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

## **The Territorial Limits**

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

## **The Works**

All construction works completed or to be completed by You or on Your behalf including all materials incorporated or to be incorporated, plant, tools, equipment and temporary buildings used, or to be used, for the period during which You are responsible under contract conditions.



## Road Risks

### Damage

#### Cover

We will cover You for Damage to the Insured Vehicle, including loss or Damage caused by Fire or Theft, occurring during the Period of Insurance within The Territorial Limits. We will also pay the reasonable cost of protection and removal of the Insured Vehicle to the nearest repairer and delivery to The Premises after repair.

### Clauses

***The following Clauses apply to Damage Cover and are stated in The Schedule.***

#### Changing Locks

We will cover You for the cost of replacing

- (1) locks
- (2) the lock transmitter and central locking interface
- (3) parts of the alarm and/or immobiliser

in the event of loss of or theft of the Ignition Keys to an Insured Vehicle.

The maximum We will pay is stated in The Schedule.

We will not cover You unless You can establish to Our reasonable satisfaction that the identity or garaging address of the Insured Vehicle is known to any person who may have obtained or found its Ignition Keys.

#### Charge Points

If the Insured Vehicle is an Electric Vehicle or a Plug-in Hybrid Electric Vehicle and the property of You and cover for the Insured Vehicle is Comprehensive, the cover applicable to the Insured Vehicle also applies for Damage to charge points at Your or Your authorised employee's home whilst connected to the Insured Vehicle.

We will pay the cost of replacing the charge point with one of the same make, model, specification and condition immediately prior to the Damage.

We will not pay for

- (1) Damage at premises owned or occupied by You and which are used in connection with any trade or business
- (2) Damage where the Insured Vehicle is not owned and registered by You, or purchased by You under a hire purchase agreement or leased or hired by You under any type of leasing or contract hire agreement
- (3) Damage caused by any failure to use the charge point in line with the manufacturer's instructions
- (4) Damage where the charge point has not been installed in accordance with recognised national standards by a qualified and competent electrician
- (5) Damage to any charge point that is capable of exchanging a battery of an Electric Vehicle or a Plug-in Hybrid Vehicle
- (6) Damage to refuelling points
- (7) the additional cost of complying with any European Union legislation, Act of Parliament, or byelaws of any public authority or code of practice
- (8) Damage to or Theft of electricity
- (9) Damage if there is any other insurance covering the same Damage.

No Excess will apply to a claim under this Clause.

#### Charging Cables and Connecting Components

Where the Insured Vehicle is

- (1) an Alternative Fuel Vehicle, and
- (2) a Private Car or Goods-carrying Vehicle up to 4.25 tonnes GVW

the cover applicable to the Insured Vehicle also applies to the charging cables, adaptors and refuelling connecting components relating to and designed for the Insured Vehicle while these are in, on or connected to the Insured Vehicle (or while in Your or Your authorised employee's private garage).

The maximum We will pay is the cost of replacing the Insured Vehicle's charging cable, adaptor or refuelling connecting component with one of the same make, model, specification and condition immediately before the Damage.

We will not provide cover

- (1) if the Insured Vehicle is
  - (a) not owned and registered by You, or purchased by You under a hire purchase agreement or leased or hired by You under any type of leasing or contract hire agreement, or
  - (b) Your customer's vehicle which is not in Your custody for sale, repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment
- (2) while the Insured Vehicle is
  - (a) in or on premises, or parked and unattended within a radius of 400 metres of premises owned or occupied by You and which are used in connection with any trade or business
  - (b) being carried by a Vehicle transporter, or Vehicle transporter and trailer or being towed
  - (c) already at a garage or other place of repair
- (3) where the Insured Vehicle is used in connection with any Self-drive Hire, leasing or contract hire business operated by You
- (4) for Damage to batteries, fuel, fuel tanks, charging points or refuelling points.

No Excess will apply to a claim under this Clause.

### **Child Seats**

Where We have accepted a claim for Damage to Your Vehicle We will pay up to the limit stated in The Schedule for each child seat fitted in Your Vehicle, even if there is no apparent damage to the child seat(s).

### **Contract Sale Price**

If an Insured Vehicle sold by You which is undelivered and Your responsibility suffers Damage covered under this Section and the contract of sale is then cancelled under the conditions of sale, the amount We pay will be based on the contract price for the Insured Vehicle.

### **Discount to Effect Sale**

We will pay any reasonable discount from the price to effect a sale if a new Insured Vehicle held for sale by You suffers Damage insured by this Section to the extent that it requires notification to a prospective purchaser.

The maximum We will pay is stated in The Schedule.

We will not cover You for the Excess stated in The Schedule.

### **Electric Vehicle Battery**

If the Insured Vehicle is

- (1) an Electric Vehicle or a Plug-in Hybrid Electric Vehicle, and
- (2) cover for the Insured Vehicle is Comprehensive

We will pay You for Damage to the Insured Vehicle's high voltage battery caused by any power surge whilst the battery is being charged via a proper connection to a normal power charging point or high power charging point.

The maximum We will pay is the cost of replacing the Insured Vehicle high voltage battery with one of the same specification and condition immediately before the Damage.

If the Insured Vehicle's high voltage battery is not owned by You or Your customer, We will not pay for the collection and delivery charges including taxes, levies, duties and fees (where applicable), to return the Insured Vehicle's high voltage battery to its legal owner.

We will not provide cover

- (1) if the Insured Vehicle is
  - (a) not owned and registered by You, or purchased by You under a hire purchase agreement or leased or hired by You under any type of leasing or contract hire agreement, or
  - (b) Your customer's vehicle which is not in Your custody for sale, repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment
- (2) while the Insured Vehicle is
  - (a) in or on premises, or parked and unattended within a radius of 400 metres of premises owned or occupied by You and which are used in connection with any trade or business
  - (b) being carried by a Vehicle transporter, or Vehicle transporter and trailer or being towed
  - (c) already at a garage or other place of repair
- (3) where the Insured Vehicle is used in connection with any Self-drive Hire, leasing or contract hire business operated by You.

The Excess for Damage to the Insured Vehicle applies to any claim under this Clause.

### **Medical Expenses**

We will pay the cost of medical expenses incurred if You or any other occupant of the Insured Vehicle suffers Bodily Injury as a direct result of the Insured Vehicle being involved in an accident.

The maximum We will pay is stated in The Schedule.

### **Misfuelling**

Where the Insured Vehicle is

- (1) a Private Car or a Goods-carrying Vehicle up to 7.5 tonnes GVW, and
- (2) the property of You, or is Your customer's vehicle provided that Your customer's vehicle is in Your custody for sale, repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment, and
- (3) cover for the Insured Vehicle is Comprehensive

in the event of Misfuelling in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, We will arrange for

- (1) the Insured Vehicle's fuel system to be drained and cleaned on site, where this is possible, or
- (2) transporting the Insured Vehicle, including the driver and up to seven passengers, to the nearest garage approved by Us, who will drain and clean the fuel system if this is not possible on site.

Provided that You notify the incident to Us through Aviva Claims and follow all advice given.

No Excess will apply to a claim under this Clause.

We will not pay for

- (1) any claim arising from contamination caused other than by Misfuelling
- (2) the cost of fuel, other than up to 10 litres of the correct fuel after draining and cleaning has been carried out
- (3) any reduction in the Market Value of the Insured Vehicle or loss of warranty
- (4) Damage to the Insured caused by Misfuelling
- (5) any claim while the Insured Vehicle is
  - (a) in or on premises, or parked and unattended within a radius of 400 metres of premises owned or occupied by You and which are used in connection with any trade or business
  - (b) being carried by a Vehicle transporter, or Vehicle transporter and trailer or being towed
  - (c) already at a garage or other place of repair
- (6) where the Insured vehicle is used in connection with any Self-drive Hire, leasing or contract hire business operated by You.

For the purposes of this Clause, Misfuelling means the accidental filling of the fuel tank of the Insured Vehicle with inappropriate fuel for the type of engine.

Cover provided under this clause will not be regarded as a claim for the purposes of the Number of Years Claim Free clause and no Excess will apply.

## New Vehicle Replacement

Where the Insured Vehicle is

- (1) owned and registered by You as new, or purchased by You under a hire purchase agreement or leased or hired by You under any type of leasing or contract hire agreement, or
- (2) a Private Car or Motorcycle or Goods-carrying Vehicle not exceeding 7.5 tonnes Gross Vehicle Weight owned and registered by Your customer as new, or purchased by Your customer under a hire purchase agreement or leased or hired by Your customer under any type of leasing or contract hire agreement

We will replace the Insured Vehicle with a new Vehicle of the same make and specification, subject to availability, if within 12 months of first registration it

- (a) is stolen and not recovered, or
- (b) the repair cost of Damage insured by this Section as a result of one claim exceeds 50% of its United Kingdom list price inclusive of vehicle taxes at the time of its purchase.

Replacement is subject to the agreement of any interested hire purchase, leasing or contract hire company if applicable.

Cover under this clause does not apply to trailers and agricultural implements.

## Vehicles in Custody of Sub-contractors

We will cover You for Damage to an Insured Vehicle while temporarily in the custody or control of Your sub-contractor.

## Basis of Claim Settlement

You may commence reasonable repairs to the Insured Vehicle without prior notice provided We are immediately supplied with a detailed estimate. We reserve the right to seek alternative estimates.

If the Insured Vehicle is stolen and not recovered, or suffers Damage which is uneconomical to repair, We will

- (1) replace the Insured Vehicle if it meets the terms of the New Vehicle Replacement Clause, or
- (2) pay the finance provider direct if the Insured Vehicle is subject to a hire purchase, leasing or contract hire agreement, or
- (3) pay You, if You are the owner of the Insured Vehicle.

If the Insured Vehicle is not owned by You, and is subject to any type of finance agreement under which You do not acquire, or are prevented from acquiring, ownership at the end of the agreement period, We will pay the legal owner the asset value of the vehicle to them at the time of Damage, not exceeding the Market Value of the vehicle. Our liability under this policy will then end.

## Exceptions

***The following exceptions apply to Damage Cover in addition to:***

- ***Exceptions to Damage Cover and Liability to Third Parties Cover***
- ***Policy Exceptions at the back of this policy.***

We will not provide cover for

- (1) loss of use other than as provided under Liability to Third Parties Cover
- (2) depreciation, wear and tear or Damage which happens gradually
- (3) loss of value following repair other than as provided under the Discount to Effect Sale clause
- (4) mechanical, electrical or electronic failure, breakdown or breakage

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

- (5) Computer and Electronic Equipment failure or malfunction
- (6) Damage
  - (a) to tyres caused by braking or by punctures, cuts or bursts
  - (b) resulting directly from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

- (c) arising from confiscation, requisition or destruction by, or under order of, any Government, Public or Local Authority
- (d) arising during or in consequence of riot or civil commotion in Northern Ireland or outside The Territorial Limits, unless You can prove that the Damage was not caused by this peril.

(7) The Excess stated in The Schedule.

## Liability to Third Parties

### Cover

We will provide cover to The Insured for legal liability to pay Compensation and Costs and Expenses for Bodily Injury or Damage to property which arises out of an accident caused by or in connection with the Insured Vehicle, including its loading and unloading, during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity, regardless of the number of persons claiming to be indemnified.

For any consequence arising in connection with Terrorism where We are liable under the Road Traffic Acts, The Limit of Indemnity for Damage to property as a result of any accident or accidents caused by the Insured Vehicle and for which cover is provided by this Section is

- (1) £5,000,000 for all claims consequent on one originating cause, or
- (2) such greater sum as may in the circumstances be required by the Road Traffic Acts.

### Clauses

***The following Clauses apply to Road Risks and are stated in The Schedule.***

### Car Sharing

The receipt of financial contributions for the carriage of passengers on a journey in a Private Car as part of a car-sharing arrangement for social or other similar purposes will not be deemed to constitute the carriage of passengers for hire or reward, provided that

- (1) passengers are not being carried in the course of a business of carrying passengers
- (2) total contributions received for the journey concerned do not involve an element of profit.

### Compulsory Insurance Requirements

We will cover The Insured in compliance with EU Directives on compulsory motor insurance in any country

- (1) which is a member of the European Union, or
- (2) for which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising out of the use of a motor vehicle, or
- (3) for which We have issued a Green Card.

**The cover provided under this clause is in addition to the cover provided within The Territorial Limits and will be the minimum required in the country in which the accident occurs. However, if the minimum cover required by the laws of England, Wales and Scotland is wider, then the greater level of cover will apply.**

### Contents of Customers' Vehicles

We will provide cover to You for legal liability for Damage to the contents of Your customers' vehicles while in Your custody or control.

The maximum We will pay is stated in The Schedule.

We will not provide cover for loss of use of the contents of Your customers' vehicles.

## **Continental Use**

We will cover You where the Insured Vehicle is being used within The Territorial Limits, or in any country for which We have issued You with a Green Card for

- (1) the transit of the Insured Vehicle, including its loading and unloading, between any country to which this Section applies
- (2) reimbursement of any customs duty You may have to pay on the Insured Vehicle after its temporary importation into any country to which this Section applies, subject to Your liability arising as a direct result of Damage which results in a payment under the Damage Cover within this Section
- (3) general average contributions, salvage and sue and labour charges arising while the Insured Vehicle is being transported by sea between any country to which this Section applies, provided that the Damage results in a payment under the Damage Cover within this Section.

All countries listed in The Territorial Limits have agreed that a Green Card is not necessary. Your Certificate of Motor Insurance provides evidence of minimum compulsory insurance requirements in these countries.

## **Contingent Liability**

We will provide cover to You for Your legal liability for Bodily Injury or Damage to property arising from

- (1) any Vehicle not belonging to You and not in Your custody or control while it is being used in connection with The Business within The Territorial Limits
- (2) an Insured Vehicle
  - (a) in the custody or control of Your sub-contractor
  - (b) hired or loaned to Your customer while the customer's Vehicle is in Your custody or control for repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment.

We will not provide cover if

- (1) You do not take all reasonable measures to ensure a valid motor insurance exists for the period the Vehicle is in the custody or control of such person(s)
- (2) there is other insurance covering the same liability.

## **Contractual Liability**

We will provide cover to The Insured for legal liability for Bodily Injury or Damage to property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide cover for any agreement for or including the performance of work outside the Prescribed Territories.

## **Cross Liabilities**

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

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

## **Damage to Customers' Vehicles Being Worked Upon**

We will provide cover to You for Your legal liability including costs and expenses incurred with Our consent for Damage to any Vehicle not belonging to You but which is in Your custody or control caused by Your faulty or defective repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment.

We will not provide cover for

- (1) the cost of redoing the original work that gave rise to the Damage
- (2) the Excess stated in The Schedule.

Any payment We make under this clause will not be regarded as a claim for the purposes of the Number of Years Claim Free clause.



## **Detached Trailers**

We will provide cover to The Insured for legal liability arising from any trailer which is detached from an Insured Vehicle but only so far as is required by the Road Traffic Acts and provided that the insurance of such trailer is Your responsibility.

## **Direct Right of Access**

Third parties may contact Us directly in the event of an accident caused by or in connection with an Insured Vehicle, as allowed under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances We may deal with any claim, subject to the terms, conditions and exceptions of the policy.

## **Driving and Use**

The Persons or Classes of Persons Entitled to Drive under this Section and the Limitations as to Use are as stated in The Schedule, other than in relation to any Vehicles designated under

- (1) the Goods-carrying Vehicles Additional Cover, and/or
- (2) the Employee Hired or Leased Vehicles, Personally Owned Vehicle(s) and/or Sponsored Vehicle(s) Clauses,

where the Driving and Use Entitlement will be as agreed between You and Us and separately stated on the relevant Certificate of Motor Insurance when issued to You.

## **Driving Other Vehicles**

We will provide cover for legal liability to You or any partner or director of Yours who is driving for social, domestic or pleasure purposes any motor vehicle

- (1) not owned by or in the custody or control of You in connection with The Business, or
- (2) not owned by or hired under a hire purchase, leasing or contract hire agreement to such partner or director provided that
  - (a) cover is not provided by any other insurance
  - (b) The Limit of Indemnity stated in The Schedule will not be exceeded as a result of providing cover to more than one person.

Each person We provide cover to will be subject to the terms, conditions and exceptions of this policy so far as they apply.

## **Duty of Care - Driving at Work and Legal Costs**

We will provide cover to You for

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

which arise from any health and safety inquiry or criminal proceedings for any breach of the

- (a) Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, up to the amount stated in The Schedule
- (b) Corporate Manslaughter and Corporate Homicide Act 2007, for an unlimited amount.

We will not provide cover

- (1) unless the proceedings relate to an actual or alleged offence
  - (a) committed during the Period of Insurance within the Prescribed Territories and in connection with The Business
  - (b) arising from the ownership, possession or use by or on behalf of You of any Vehicle in circumstances where compulsory insurance is required under the Road Traffic Acts
- (2) for proceedings which result from any deliberate act or omission by You
- (3) for any fines, remedial or publicity orders, or any steps required to be taken by such orders
- (4) if cover is provided by any other insurance.

## **Emergency Treatment Fees**

We will reimburse any person using the Insured Vehicle for payments made under the Road Traffic Acts for emergency medical treatment.

Any payment We make will not be regarded as a claim for the purposes of the Number of Years Claim Free clause.

## **Loss of Use of Customers' Vehicles**

We will provide cover to You for Your legal liability for loss of use of a customer's Vehicle following Damage which is covered under this Section.

You must repair or replace the customer's Vehicle as soon as possible.

The maximum We will pay is stated in The Schedule.

## **Number of Years Claim Free**

If You do not make a claim under this Section, Your renewal premium will be reduced in accordance with Our current scale of Number of Years Claim Free.

## **Payment for Court Attendance**

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

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

## **Payments made under Compulsory Insurance Regulations and Rights of Recovery**

If the law in any country in which this policy operates requires Us to settle a claim which, if this law had not existed, We would not be obliged to pay, We will be entitled to recover such payments from You or the person who incurred the liability.

## **Unauthorised Driving or Use**

We will provide cover to You while the Insured Vehicle is being driven or used other than in accordance with the terms of the Certificate of Motor Insurance without Your knowledge or consent.

## **Unauthorised Movement**

Any obstructing Vehicle interfering with the loading or unloading or the legitimate passage of an Insured Vehicle while being driven or moved by You or on Your behalf will be deemed to be an Insured Vehicle.

## **Unlicensed Drivers**

Any requirement of the Certificate of Motor Insurance that the person driving must hold or have held a licence to drive will not apply when a licence is not required by law, provided that

- (1) the person driving is of an age to drive the Insured Vehicle
- (2) the Insured Vehicle is being driven within the limitations of any relevant health and safety legislation
- (3) the terms of the Certificate of Motor Insurance are otherwise observed.

## **Exceptions**

***The following exceptions apply to Liabilities to Third Parties Cover in addition to:***

- ***Exceptions to Damage Cover (where applicable) and Liability to Third Parties Cover***
- ***Policy Exceptions at the back of this policy.***

We will not provide cover for

- (1) Bodily Injury or Damage to property
  - (a) that happens beyond the limits of any carriageway or thoroughfare and involves anyone, other than the driver or attendant of the Insured Vehicle, bringing a load to the Insured Vehicle for loading or taking a load away from the Insured Vehicle after unloading it
  - (b) while the Insured Vehicle is being used in that part of an aerodrome, airfield or airport or military installation provided for the take-off and landing of aircraft on the surface, aircraft parking aprons including associated service roads and ground equipment parking areas, and those parts of passenger terminals which come within the Customs examination areaexcept to the extent that We must provide cover under the Road Traffic Acts.

- (2) Bodily Injury to any Employee which arises out of, or in the course of employment by You, except to the extent that We must provide under the Road Traffic Acts
- (3) Damage to the Insured Vehicle other than under the Damage to Customers' Vehicles Being Worked Upon clause
- (4) Damage to property belonging to or held in trust by or in the custody or control of The Insured other than under the Contents of Customers' Vehicles clause
- (5) Pollution or Contamination unless caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance, except to the extent that We must provide cover under the Road Traffic Acts  
All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
- (6) liquidated damages, damages incurred under any penalty clause and fines
- (7) any consequence whatsoever resulting directly or indirectly from or in connection with Terrorism regardless of any other contributory cause or event except to the extent that We must provide cover under the Road Traffic Acts.
- (8) any claim where the Insured Vehicle is an Automated Vehicle and at the time of an accident is being driven or used in Automated Driving Mode and You or any other person entitled to indemnity under this policy
  - (a) has made, or has permitted alterations to any Software which relates to functioning of the vehicle as an Automated Vehicle, except those made available by and/or approved by the vehicle manufacturer
  - (b) has failed to install or permit the installation of any Safety Critical Software updates relating to the functioning of the vehicle as an Automated Vehicle which You or a driver permitted by You ought reasonably to have known that failure to install such Software could compromise the safety of the vehicle
  - (c) ought reasonably to know or to reasonably assess that it was not appropriate to do so.

## Exceptions

***The following exceptions apply to Damage Cover (where applicable) and Liabilities to Third Parties Cover in addition to the Policy Exceptions at the back of this policy.***

We will not provide cover

- (1) while the Insured Vehicle is
  - (a) in or on premises, or
  - (b) parked and unattended within a radius of 400 metres of premises
 owned by You, or in Your occupation in connection with The Business, except to the extent that We must provide cover under the Road Traffic Acts.  
However, exception (1) (b) will not apply if Vehicles are insured, while on such premises, under the Property Damage Section of this policy.
- (2) while the Insured Vehicle is being driven or used other than in accordance with the terms of the Certificate of Motor Insurance and as stated in The Schedule, except in the circumstances described in the Unauthorised Driving or Use clause
- (3) if the Insured Vehicle is
  - (a) registered, and
  - (b) being used or driven
 elsewhere than in the Prescribed Territories, other than under the Unauthorised Movement clause.
- (4) for
  - (a) Damage to any property whatsoever or any loss or expense whatsoever or any consequential loss, or
  - (b) any legal liability of any nature

directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- (5) any consequence whatsoever which is directly or indirectly from or in connection with any Cyber Act, except to the extent that We must provide cover under the Road Traffic Acts
- (6) any consequence whatsoever resulting directly or indirectly from or in connection with any loss of use, reproduction of any Data, including any amount pertaining to the value of such Data, except to the extent that We must provide cover under the Road Traffic Acts.

## **Additional Covers**

***The following Additional Covers apply and are stated in The Schedule.***

### **Additional Business Use**

We will provide cover while the Insured Vehicle is being used for additional business purposes in accordance with the terms of the Certificate of Motor Insurance.

### **Unaccompanied Demonstration**

We will provide cover while the Insured Vehicle is loaned to a customer of Yours for unaccompanied demonstration purposes provided it is driven and used in accordance with the terms of the Certificate of Motor Insurance.

We will not provide cover

- (1) if the Insured Vehicle is hired to the customer
- (2) for unaccompanied demonstrations which exceed 48 hours duration unless agreed by Us
- (3) unless the customer meets the **Customer Acceptance Criteria** stated below
- (4) for Damage to the Insured Vehicle caused by Theft by or with the connivance of the customer.

### **Customer Acceptance Criteria**

The person driving the Insured Vehicle must

- (1) be aged 21 years or over
- (2) have held a full and valid driving licence for at least 12 months for the class of vehicle being driven or used
- (3) have no more than 8 penalty points on their driving licence during the last three years
- (4) not have been disqualified from driving in the last three years.

The Insured Vehicle must not be provided to

- (1) fairground operators
- (2) market traders
- (3) itinerant workers
- (4) members of the armed forces other than members of forces of the United Kingdom based inside the United Kingdom
- (5) professional entertainers
- (6) professional, semi-professional, full time amateur sportsmen or sportswomen

unless agreed by Us.

Each unaccompanied demonstration must be authorised by You, or a director, partner or Employee of Yours.

## Vehicles Hired or Loaned to Customers

We will provide cover where the Insured Vehicle has been hired or loaned to Your customer whilst it is being used for

- (1) Your customer's business
  - (2) social, domestic and pleasure purposes with Your customer's consent
- provided that
- (a) Your customer's vehicle is in Your custody or control for repair, servicing, cleaning, maintenance, inspection, testing, alteration or treatment
  - (b) Your customer or the person driving with Your customer's permission is not entitled to claim under any other insurance.

Any Private Use driving restriction or exclusion attached to this Section by Endorsement does not apply to this Additional Cover.

## Motor Legal Protection

### Cover

We will cover The Insured for Legal Costs arising out of the use of an Insured Vehicle in accordance with the terms of the Certificate of Motor Insurance provided that

- (1) the incident occurs within The Territorial Limits and during the Period of Insurance
- (2) any legal proceedings, to which We have agreed, will be dealt with by a court or other body within The Territorial Limits
- (3) Prospects of Success exist for the duration of the claim
- (4) any appeal, or defence of an appeal, has been reported to Us or Our Preferred Law Firm or Lawyer at least 10 working days prior to the deadline for any appeal.

The maximum We will pay for The Insured's Legal Costs for any one person, for any or all claims arising out of the same cause in respect of Uninsured Loss Recovery and Legal Defence Costs, is stated in The Schedule.

### Conditions

***The following conditions apply to Motor Legal Protection Cover in addition to the Policy Conditions at the back of this policy.***

### Claims - Your Duty

You must report an incident to Us as soon as reasonably possible and, in any event, no later than 180 days after the date The Insured knew, or should have known, about the incident.

### Claims - Legal Representation

On receipt of a claim, if appropriate, We will appoint a Preferred Law Firm. They will try to settle The Insured's claim by negotiation without having to go to court.

In the event that the claim is not settled by negotiation and it becomes necessary to start court proceedings, Our Preferred Law Firm will pursue the claim on The Insured's behalf. If there is a conflict of interest or The Insured does not agree with the choice of Lawyer, The Insured may nominate an alternative Lawyer by sending their name and address to Us.

If We do not agree to The Insured's choice of Lawyer, The Insured may choose another Lawyer. If there is still a disagreement with regard to the Lawyer, LIM will ask the Law Society, or another body of similar standing, to name another Lawyer to represent The Insured. We and The Insured must accept such choice.

If The Insured chooses a Lawyer who is not a Preferred Law Firm, We will give them the opportunity to act on the same terms as a Preferred Law Firm. If the Insured's chosen Lawyer refuse to act on this basis, the maximum We will pay is the amount We would have paid under Our standard terms of appointment which are available on request.

In all other circumstances, We will be free to choose a Preferred Law Firm to represent The Insured according to Our standard terms of appointment.

## Claims - Rights and Obligations

The Insured must

- (1) co-operate fully with Us and the Preferred Law Firm or Lawyer
- (2) keep the Preferred Law Firm or Lawyer up-to-date with the progress of the claim and give the Preferred Law Firm or Lawyer any instructions required when requested
- (3) notify the Preferred Law Firm or Lawyer immediately if anyone offers to settle a claim or makes a payment into court.

If The Insured does not accept the recommendation of the Preferred Law Firm or Lawyer to accept a reasonable offer, or payment into court, to settle a claim, We may refuse to pay further Legal Costs.

No agreement to settle on the basis of both parties paying their own costs is to be made without Our prior approval.

## Discontinuance of a Claims

If The Insured

- (1) settles a claim, or withdraws a claim, without the prior agreement of Us or the Preferred Law Firm or Lawyer
- (2) does not give suitable instructions to the Preferred Law Firm or Lawyer
- (3) dismisses the Preferred Law Firm or Lawyer without Our prior consent

the cover We provide will end immediately and We will be entitled to re-claim any Legal Costs We have incurred.

## Recoveries

The Insured must take every available step to recover Legal Costs that We have to pay and must pay Us any Legal Costs that are recovered.

## Exceptions

***The following exceptions apply to Motor Legal Protection Cover in addition to the Policy Exceptions at the back of this policy.***

We will not provide cover for

- (1) any claim if The Insured can claim under any other insurance
- (2) any Legal Costs incurred prior to Our written acceptance of a claim
- (3) any legal action The Insured takes to which We or the Preferred Law Firm or Lawyer have not agreed or where The Insured does anything to hinder the Preferred Law Firm or Lawyer
- (4) any fines, penalties compensation or damages which The Insured is ordered to pay by a court or other authority
- (5) any claim deliberately or intentionally caused by The Insured
- (6) any prosecution relating to The Insured's alleged dishonesty or violent conduct
- (7) any prosecution resulting from drink or drug related offences or parking offences
- (8) a dispute with Us in respect of the policy terms, exceptions and conditions other than as catered for in the Complaints Procedure or Arbitration Policy Condition
- (9) an application for judicial review
- (10) any claim relating to any non-contracting party's rights to enforce all or any part of this Section.

The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.



## Definitions

*The following definitions apply to this Section in addition to the Policy Definitions 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*

### Advanced Driver Assisted Systems/ADAS

Integrated in-vehicle intelligence safety systems including, but not limited to, those designed to reduce the frequency and/or severity of accidents.

### Alternative Fuel Vehicle

An Electric Vehicle, Hydrogen Fuel Vehicle or a Plug-in Hybrid Vehicle.

### Automated Driving Mode

Any vehicle operating mode in which the vehicle is driving itself as defined in the Automated and Electric Vehicles Act 2018 or Road Traffic Acts.

### Automated Vehicle

Any motor vehicle manufactured, designed or adapted to be capable of safely driving itself and is listed as an automated vehicle under the Automated and Electric Vehicles Act 2018.

### Bodily Injury

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

### Certificate of Motor Insurance

The current document that proves that You have the motor insurance required by the Road Traffic Acts to use a Vehicle on a road or other public place. It specifies who can drive a Vehicle and what it can be used for.

### Compensation

Damages, including interest.

### Computer System(s)

Any computer, hardware, Software, applications, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

### Costs and Expenses

- (1) Fees and disbursements for the Insured's legal representation
  - (a) at any Coroner's Inquest or Fatal Accident Inquiry
  - (b) in any proceedings brought under the Road Traffic Acts or equivalent European Union legislationWe will not pay for
  - (i) a plea of mitigation, unless the offence being charged carries a custodial sentence
  - (ii) appeals

- (2) costs and expenses

incurred with Our written consent

- (3) any claimant's legal costs for which The Insured is legally liable

in connection with any event which is or may be the subject of cover under this Section.

### Cyber Act

A deliberate unauthorised, malicious or criminal act or series of acts, regardless of time and place which Involves access to, processing of, use of, or operation of any Computer Systems and is intended to create, or to have the effect of creating an outcome which includes but is not limited to denial of access, threat, deception, hoax or extortion.

## **Damage**

Accidental loss, destruction or damage.

## **Data**

All information, which is electronically stored, recorded, transmitted or represented, or contained in any formats, 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, facts, concepts, code or any other information of any kind.

## **Electric Vehicle**

A motor vehicle that is capable of being propelled by only electrical power derived only from an electrical rechargeable battery which is charged only by an external power source.

## **Excess**

The amount(s) stated in this Section and The Schedule which We will deduct from each and every claim.

## **Fire**

Fire, self-ignition, lightning and explosion.

## **Green Card**

A document required by certain non-European Union countries to provide proof that The Insured has the minimum compulsory Insurance required by law to drive in that country.

## **Hazardous Location**

- Power stations
- Nuclear installations or establishments
- Refineries, bulk storage or production premises in the oil, gas or chemical industries
- Bulk storage or production premises in the explosive, ammunition or pyrotechnic industries
- Ministry of Defence premises
- Military bases
- Rail trackside and other rail property

other than in any area designated for access or parking by the general public.

## **High Category Hazardous Goods**

- 1: Explosives
- 5.2: Organic peroxides
- 6.1: Toxic substances
- 6.2: Infectious substances
- 7: Radioactive materials.

## **Hydrogen Fuel Vehicle**

A motor vehicle that is capable of using hydrogen as fuel by means of an internal combustion engine or electric fuel cell system to propel the vehicle.

## **Insured Vehicle**

Any motor vehicle described in The Schedule.

## **Lawyer**

The lawyer or other suitably qualified person appointed to act on behalf of The Insured.

## **Legal Costs**

- (1) All reasonable and necessary legal costs charged by the Preferred Law Firm and agreed by Us
- (2) legal costs which We have agreed to or authorised and which The Insured has been ordered to pay by a court or other body.

## **Legal Defence Costs**

- (1) Defence of The Insured's legal rights if they have committed any offence under the Road Traffic Acts while using the Insured Vehicle and which is not covered under the Liability to Third Parties Cover
- (2) representation of The Insured on a guilty plea for any offence committed under the Road Traffic Acts if a conviction would result in The Insured being disqualified or suspended from driving.

## **LIM**

Legal Insurance Management (LIM), 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF who administer the claims under Motor Legal Protection Cover on Our behalf.

## **Plug-in Hybrid Electric Vehicle**

A motor vehicle that is capable of being propelled directly from its internal combustion engine, by only electrical power, or by using both electrical power and its internal combustion engine, and where such electrical power is derived from an electrical rechargeable battery which is charged by such engine or by an external power source.

## **Pollution or Contamination**

- (1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere, and
- (2) all loss, damage and injury directly or indirectly caused by such pollution or contamination.

## **Preferred Law Firm**

A law firm or barristers' chambers We choose to provide legal or other services to act on behalf of The Insured and appointed according to Our standard terms of appointment, which are available on request.

## **Private Hire**

Use of an Insured Vehicle having no more than nine seats, including the driver's seat, for the carriage of passengers for hire or reward other than under a Hackney Carriage licence.

## **Prospects of Success**

In respect of all claims, that it is always more likely than not (at least 51%) that The Insured will

- (1) recover damages or obtain any other legal remedy which We have agreed to
- (2) make a successful defence
- (3) make a successful appeal or defence of an appeal.

Prospects of Success will be assessed by the Preferred Law Firm or Lawyer on Our behalf.

In respect of criminal legal proceedings, there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.

## **Safety Critical Software**

Any Software which without being installed or updated would make it unsafe to use the vehicle.

## **Software**

Any software, Safety Critical Software, firmware, operating systems, electrical control systems, Data, data storage materials, telecommunication links or any reliance on recognising, using or adopting any date, day of the week or period of time, other than the true or correct date, day of the week or period of time.

## **Spouse**

The partner, civil partner, husband or wife of the person who is entitled to drive and use the Insured Vehicle as stated in the Certificate of Motor Insurance provided they

- (1) live at the same address as, and share financial responsibilities with, such person, and
- (2) are permitted by the Certificate of Motor Insurance to drive and use the Insured Vehicle.

## **Terrorism**

- (1) Any act or acts including but not limited to
  - (a) the use or threat of force and/or violence, and/or
  - (b) 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.
- (2) Any action taken in controlling, preventing, suppressing or in any way relating to (1) above.

## **Theft**

Theft, attempted theft or taking the Insured Vehicle without Your consent.

## **The Insured**

- (1) You
  - (2) Your personal representatives for legal liability You incur
  - (3)
    - (a) Any person who is permitted by the Certificate of Motor Insurance to drive and use the Insured Vehicle, while driving or using the Insured Vehicle
    - (b) At Your request
      - (i) any passenger travelling in, or getting into or out of the Insured Vehicle
      - (ii) the owner of the Insured Vehicle
      - (iii) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
- or the personal representatives of any of these persons, for legal liability for which You would have been entitled to cover if the claim had been made against You.

Each covered party will be subject to the terms of this Section so far as they apply.

## **The Limit of Indemnity**

The amount stated in The Schedule or any greater sum as may be required by the Road Traffic Acts which We will pay under the Liability to Third Parties Cover for any one claim or series of claims against The Insured arising out of one cause.

## **The Territorial Limits**

England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands, the Isle of Man, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein), including transit between these countries.

## **Uninsured Loss Recovery**

Recovery of The Insured's uninsured losses as a result of an accident involving the Insured Vehicle which causes

- (1) Damage to the Insured Vehicle or to any personal belongings in or on it
- (2) Bodily Injury to The Insured while travelling in, or getting into or out of, the Insured Vehicle.

## Policy Conditions

### Policy Conditions

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

#### Alteration of Risk

If there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury or Your interest ceases except by will or operation of law, We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

#### Arbitration

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

#### Cancellation

- (1) You may cancel this policy at any time after the date We have received the premium by providing at least 14 days' written notice to Us.
- (2) If there is a default under Your Aviva credit agreement which finances this policy, We or any agent appointed by Us and acting with Our specific authority, may cancel this policy by providing written notice 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, 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) 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 providing at least 14 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

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

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

##### **Applicable to the Road Risks Sections**

If the insurance provided by this Section is also covered by another policy (or would but for the existence of this Section), We will only pay a rateable share of the loss. However, this condition will not impose on Us any obligation to make any payment under this policy from which We would have been relieved under

- (1) Exception (1) (a)
- (2) the Contingent Liability clause

in the Liability to Third Parties cover of the Road Risks Section.

### **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, The Schedule and the Certificate of Motor Insurance will be read as one contract.

### **Index Linking**

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted at Renewal in line with any increase in the level of such suitable recognised index or indices as We select. In the event of a reduction in the level of such index or indices We will retain your existing amounts insured unless You advise Us otherwise.

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

### **Non Disclosure, Misrepresentation or Misdescription**

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

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

- 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.

## **Reinstatement**

When We decide, or are required to reinstate or replace any property, You will at Your expense provide plans, documents, books, and/or any information which We require. We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

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

## **Sanctions**

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

## **Severability of Interest**

### **Applicable to all Sections other than**

#### **(1) the Road Risks Section; and**

#### **(2) the Employers' Liability Section and the Public and Products Liability Section, in respect of which, the Cross Liabilities clause shall apply.**

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

Provided that for the purposes of the

- (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

### Policy Exceptions

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

We will not provide cover in respect of

- (1) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
  - (a)
    - (i) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
    - (ii) mutiny or military uprising, martial law
  - (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above

However,

- (1) exception (1) (a) (ii) shall only apply in respect of the Property Damage, Business All Risks, Money, Assault and Wrongful Conversion, Good in Transit, Engineering Inspection, Computer, Cyber and Business Interruption Sections, when insured by this policy
  - (2) exceptions (1) (a) (b) and (c) do not apply to the Commercial Crime, Terrorism and Employers' Liability Sections, when insured by this policy
  - (3) exception (1) (b) does not apply to the Public and Products Liability, Road Risks and Group Personal Accident Sections when insured by this policy
  - (4) exceptions (1) (a) and (1) (c) do not apply to the Group Personal Accident and Business Travel Sections, while the Insured Person is undertaking an Insured Journey, and the Road Risks Section where it is necessary to meet the requirements of the Road Traffic Acts, 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,

- (1) exception (2) (b) does not apply to the Employers' Liability and Public and Products Liability Sections when insured by this policy
- (2) in relation to the Employers' Liability Section, exception (2) (a) only applies when You under a contract or agreement have undertaken to
  - (a) indemnify another party, or
  - (b) assume the liability of another party.

- (3) exceptions (2) (a) and (2) (b) do not apply to the Terrorism Section when insured by this policy
  - (4) exceptions (2) (a), (2) (b) and (2) (c) do not apply to the Road Risks Section when insured by this policy
  - (3) Money, negotiable instruments and specie, securities and bonds, jewellery, precious stones and metals, bullion, furs, curios and antiques, rare books, works of art, goods held in trust or on commission, documents, manuscripts, business books, computer systems records, explosives and hazardous substances, property in transit unless specifically mentioned.
- However, Exception (3) does not apply to the Terrorism, Commercial Crime, Employers' Liability, Public and Products Liability and Commercial Legal Protection Sections when insured by this policy.
- (4) any claim which arises directly or indirectly from or consists of the failure or inability of any
    - (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunications equipment or systems, or any similar device
    - (b) media or systems used in connection with anything referred to in (4) (a) above
 whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
    - (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
    - (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

- (1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under the Property Damage, Business All Risks, Money, Assault and Wrongful Conversion, Goods in Transit, Computer, Cyber and Business Interruption Sections, but only to the extent that such claim would otherwise be insured under that Section.
- (2) exceptions (4) (a) and (4) (b) do not apply to the Terrorism, Commercial Crime, Employers' Liability and Group Personal Accident Sections when insured by this policy.

## Definition

The following definition only applies to this exception

### **'Defined Contingency'**

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

## Policy Definitions

### 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.*

### Buildings

The building including:

- (1) landlords' fixtures and fittings, annexes and outbuildings
- (2) solar panels attached to the buildings
- (3) walls, gates and fences, car parks, electric vehicle charge points, barriers, forecourts, roads and pavements
- (4) underground pipes, cables and wires.

### Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunications equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

### Data

All information which is electronically stored or represented, or contained on any current and back-up disks, tapes or other materials or devices used for the storage of data including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

### Data Storage Materials

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

### Debris Removal

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

We will not provide cover for costs or expenses

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

### 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

- (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.

### **Excess/Excesses**

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

### **Failure**

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

### **Fees**

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

### **Goods-carrying Vehicle**

A motor vehicle manufactured or adapted for the carriage of goods

### **Ignition Keys**

Any key, device or code used to secure, gain access to, and enable a Vehicle to be started and driven.

### **Loss of Data**

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, loss of data resulting from loss or damage to Computer and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

### **Machinery and Plant**

All parts of the Property Insured stated in The Schedule as Machinery and Plant excluding

- (1) All Other Contents, portable hand tools and personal effects
- (2) Vehicles other than purpose built lifting and handling machinery.



Any item described in The Schedule as a boiler includes the firing apparatus, motors, pumps, fans and dedicated controls.

For the purposes of Cover – Engineering under this policy, Machinery and Plant does not include

- (1) Computer Equipment
- (2) any power unit, used only for road or site mobility, where Damage is caused solely by Breakdown
- (3) cables, ropes, belts or chains unless these require replacement as a result of Damage for which We have admitted liability
- (4) cutting edges, extrusion heads, moulds, patterns, dies, heating elements
- (5) digital cameras, projectors and similar equipment, whether used for the processing of electronic data or not
- (6) non-metallic or refractory linings
- (7) office equipment or spare parts
- (8) supporting or enclosing structures, foundations, masonry or brickwork.

### **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.

### **Private Car**

A passenger-carrying motor vehicle with not more than nine seats including the driver's seat.

### **Recovery Vehicle**

A Vehicle which is constructed or permanently adapted primarily for the purposes of lifting, towing or transporting a disabled Vehicle.

### **Road Traffic Acts**

Any Acts, Laws or Regulations which govern the driving or use of any motor vehicle in England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

### **Stock and Materials in Trade**

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

### **The Business**

Activities directly connected with the business specified in The Schedule.

### **The Premises**

The premises specified in The Schedule.

### **The Schedule**

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

**Unattended Vehicle**

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

**Unoccupied**

Any building or portion of a building that is

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

for a period in excess of 45 consecutive days.

**Vehicle**

Any motor vehicle, trailer or agricultural implement, including its accessories and spare parts while on or temporarily detached from the Vehicle.

Accessories are additional or supplementary parts of the Vehicle that are not directly related to its function as a vehicle.

**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 and Important Information

### 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](http://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](http://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.

## **Your Inspection Service**

### **Terms and Conditions**

If You have chosen Our Inspection Service and/or Specialist Inspection Service then separate terms and conditions apply. Please refer to the Engineering Inspection - Statutory Inspection Services Contract at the back of this pack.

# Your Engineering Inspection – Statutory Inspection Services Contract

**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.

## Engineering Inspection

The Inspection Company will carry out Inspection Services on behalf of Aviva for the Customer in accordance with and subject to the terms of this Contract.

If the Customer requires a Specialist Inspection Service, then Aviva will arrange for the Inspection Company to carry out such Specialist Inspection Service for the Customer, in accordance with separate terms to be agreed between the Customer and the Inspection Company.

Any such additional Specialist Inspection Services may include the following:

non-destructive testing services, witness testing and investigations into failures. Some of these services may be required in order to complete the Thorough Examination as deemed necessary by the Competent Person or legislation which may be an additional requirement that falls outside the normal Fees charged.

The Customer should read all the pages of this document carefully to ensure that their Inspection requirements are met.

For Aviva Insurance Limited

### Definitions and Interpretation:

The following expressions and words have been given the specific meaning set out below and shall have the same meaning wherever they appear in this Contract unless stated otherwise:

#### ACOP:

Approved Code of Practice

#### Aviva:

Aviva Insurance Limited (Company No. SC002116), whose registered office is Pitheavlis, Perth PH2 0NH

#### Commencement Date:

The commencement date of this Contract, as agreed in writing between the Customer and Aviva

#### Competent Person:

An individual employed or engaged by the Inspection Company who has sufficient training, experience and knowledge that allows them to make a Thorough Examination of any item of Work Equipment and produce a report upon its condition, to a demonstrable standard at least equal to that indicated within relevant legislation

#### Contract:

This contract between the Customer and Aviva for the provision of the Inspection Service which includes these conditions together with the Inspection Schedule and (where applicable) any proposal made by the Customer to Aviva or the Inspection Company

#### Customer:

The Policyholder, as named in the Inspection Schedule.

#### Fees:

The amount, stated in The PolicySchedule as the Inspection Fee, payable by the Customer to Aviva for the Inspection Service.

#### Inspection Company:

The inspection company nominated by Aviva to carry out the Inspection Service, as specified in the Inspection Schedule

#### Inspection Frequencies:

The period between Inspections as stated on the Inspection Schedule. If not stated indicative frequencies will be initially quoted. These can later be amended by agreement between the Customer and Aviva. Any frequency changes applied will affect the level of Fees.



**Inspection Schedule:**

In respect of each Customer, the document specifying the Inspection Company and a list of the items of Work Equipment, systems, processes or procedures in respect of which the Inspection Service will be provided and specifying the due date(s), where obtainable for each Inspection and as updated or amended following any Inspection or any appropriate communication from Aviva

**Inspection Service:**

Thorough Examinations and subsequent examinations and reports of any items of Work Equipment, systems, processes or procedures in accordance with the requirements contained in this Contract and with regard, where appropriate, to relevant statutory requirements, within Territorial Limits, which may apply from time to time and “Inspection” and “Inspected” shall be construed accordingly

**LOLER:**

The Lifting Operations and Lifting Equipment Regulations 1998

**Moved about Work Equipment:**

Items of Work Equipment which may require Inspection away from the normal Site address (including hired out Work Equipment or Work Equipment which the Customer operates on other Sites, including quarries and building sites) and which are identified in the Inspection Schedule as having a mobile rating.

**Normal Working Hours:**

08:00 to 17:00 Monday to Friday excluding public and bank holidays

**Policy Schedule:**

The document outlining the Customer’s engineering insurance cover. Clauses and conditions applying to such cover are detailed in the clauses and conditions schedule and should be read and understood in conjunction with the Customer’s policy wording.

**PSSR:**

The Pressure Systems Safety Regulations 2000

**PUWER:**

The Provision and Use of Work Equipment Regulations 1998

**Site Contact:**

The Customer’s nominated representative at a Site

**Sites:**

The locations detailed in the Inspection Schedule

**Specialist Inspection Service:**

If required by the Customer, an inspection service to be arranged by Aviva and to be carried out by the Inspection Company on separate terms to be agreed in writing between the Customer and the Inspection Company in support of the Customer’s auditing or risk control activities, but which is not necessarily required by legislation.

**Take 2 Assessment:**

A dynamic risk assessment performed at the time of the Thorough Examination by the Competent Person in order to assess any risks, and which may result in the Competent Person concluding that a Thorough Examination is unable to be completed.

**Territorial Limits:**

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands unless otherwise agreed in writing between Aviva and the Customer.

### **Thorough Examination:**

An examination conducted by a Competent Person, which would satisfy the requirements of current legislation in respect of which the Inspection Service is required, or as otherwise agreed in writing by Aviva and the Customer.

### **Work Equipment:**

The assets shown or itemised in the Inspection Schedule, consisting of plant, machinery or other equipment in respect of which the Inspection Service is required, or as otherwise agreed in writing by Aviva and the Customer.

### **Written Scheme of Examination:**

Has the meaning given in PSSR in this Contract:

- Unless the context otherwise requires, words in the singular shall include the plural and vice versa, and a reference to one gender shall include a reference to the other genders.
- Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

### **Scope of Service:**

Aviva recognises that appropriate, timely and accurate communication is a vital component to successful operational delivery. This section introduces the key stages of delivery and explains how the Inspection Company will communicate with the Customer. To ensure a smooth transition to Aviva and the Inspection Company, it is vitally important on new business that the Customer provides as soon as possible full location details, contact name and numbers for each Site and dates of last inspection.

### **Contact Information:**

Contact information for the Inspection Company can be obtained through the Customer's Aviva representative or broker.

### **Appointments:**

All Inspections will be scheduled to take place either on or in advance of the due date provided by the Customer on or before the Commencement Date. The Inspection Company will make contact via telephone with the Site Contact in advance of the Inspection visit to confirm the appointment. Contact details will also be provided if required which will allow the Site Contact to ring the Inspection Company and confirm or re-arrange appointments if necessary. Where dismantling of Work Equipment is required to enable the Inspection to take place, the Inspection Company will provide the Customer with details at the time the appointment is confirmed.

### **On-Site Inspection and Testing:**

On the date of the Inspection, the Competent Person will arrive on Site, report to the Site Contact and attend any required induction training. The Competent Person will undertake a visual dynamic risk assessment prior to any work being conducted. In addition to the generic assessments each Competent Person may conduct an additional Take 2 assessment at each Site to ensure that local conditions are considered and mitigated against as required. All on-Site Inspection and testing will be carried out in accordance with the relevant procedures and following method statements.

### **Moved about Work Equipment:**

Where the Inspection Schedule includes a declared requirement to inspect Moved about Work Equipment, the Customer must liaise with the Inspection Company to ensure adequate information is provided to the Inspection Company so it can organise any out of area Inspections at different Site locations within the Territorial Limits.

This type of Inspection requires an agreement from the Customer that the location Site is aware and happy for the Inspection to take place on the day agreed. The Customer must provide full contact details to the Inspection Company in sufficient time for this to be arranged normally a minimum of 10 days' notice.

### Services - Generally:

The Inspection Company will inspect each piece of Work Equipment in accordance with the relevant current statutory regulations, appropriate ACOP's, and Health and Safety Executive guidelines, including:

- LOLER
- PUWER
- PSSR
- The Control of Substances Hazardous to Health Regulations 2002

The Inspection Service falls within the UKAS ISO 17020 accreditation and will be undertaken in accordance with appropriate method statements and risk assessments:

### Inspection Frequencies:

In the absence of any specifically agreed Inspection Frequencies at time of initial quote or subsequently agreed amendments to same, in line with generally applied industry standards the following Inspection Frequencies shall apply:

Item type	Frequency
LOLER accessories for lifting	6 months
LOLER lifting machines	12 months
LOLER items lifting persons	6 months
Non PSSR boiler items	24 months
Non steam PSSR item	24 months
PSSR receivers	24 months
PSSR steam items	12 months
Electrical items (motors, pumps, compressors etc)	24 months
Refrigeration & air conditioning Work Equipment (not PSSR)	48 Months
Electrical wiring	At suggested initial indicative frequencies
Power press (interlocking guards/electronic guards)	6 Months
Power Press (enclosed tool/fixed guards)	12 months
Portable appliance items	12 months
Local exhaust ventilation items	12 months

## **Pressure Systems:**

The Inspection Company shall:

- review and update as required the Customer's Written Scheme of Examination for minor and intermediary schemes;
- complete Inspection examinations of the system; and
- ensure adequate record keeping in relation to the Inspection reports produced.

The frequency of the Inspections for the pressure systems will be dictated by the Written Scheme of Examination date and shall be complied with.

The Written Scheme of Examination that the Inspection Company produces shall include:

- all protective devices, pressure switches, pressure vessels and any pipelines, pipe work, etc. that if fails may give rise to "Danger" as defined in the PSSR; and
- any special issues that need to be considered to prepare a system for examination and the frequency of examinations required.

The Inspection Company shall then examine the system in accordance with the Written Scheme of Examination.

The Inspection Company shall carry out annual working examinations of selected other low pressure Work Equipment as required under PUWER and any other relevant regulations made pursuant to the Health and Safety At Work etc. Act 1974.

## **Passenger and Goods Lifts and other Lifting Equipment:**

The Inspection Company shall undertake examinations in accordance with LOLER and PUWER.

The Inspection Company shall notify the Customer via an immediate defect notice where Work Equipment is found to be a danger to persons.

Where Work Equipment is found to be worn and may become a danger to persons if left unchecked then the Inspection Company shall identify a time scale for completion of any remedial works deemed necessary.

The Inspection Company shall ensure that all non-essential defects that require remedial attention under the general maintenance regime are identified during the LOLER Inspection. The Inspection Company may also provide observations and recommendations for future enhancements.

Where Inspections are carried out under PUWER and Health and Safety at Work etc. Act 1974 the Inspections will be visual Inspections to assess the mechanical integrity of the Work Equipment.

Due to the individual nature of lift re-setting procedures following an examination, the correct lift re-setting procedure must be posted within the motor room or winding gear space. While the Inspection Company will at all times attempt to put a lift back into service following a Thorough Examination, neither Aviva nor the Inspection Company will be liable for any costs associated with re-setting lifts back into service should the correct re-setting procedure not be provided on site.

## **Local exhaust ventilation (LEV):**

The Inspection Company will provide a Competent Person to inspect and test the Customer's local exhaust ventilation equipment in line with industry specific guidance and in support of the Customer's legal requirement to maintain, test and report upon the safe condition and use as specified within

- The Control of Substances Hazardous to Health Regulations 2002
- Control of Lead at Work Regulations 2002
- The Control of Asbestos Regulations 2012

## **Immediate & time qualified defect reports:**

Where defects affecting safety are identified, the Competent Person will issue to the Site Contact an immediate preliminary handwritten 'Urgent Defect' report. This is in addition to the formal recording and reporting of the defects on the computer system and allows the appropriate action, including quarantining if necessary, to be taken immediately. Where requested, the Inspection Company will telephone or email details to a required office or Site Customer representative.

### **Plant Not Available Report:**

Where Work Equipment is not made available for Inspection at the time of the Site visit, then the Inspection Company will issue a report of non-examination detailing the Work Equipment and the reasons for the Inspection not being undertaken (a “Plant Not Available Report”). A Plant Not Available Report will be issued if:

- the Inspection cannot be completed because the Work Equipment is in need of repair;
- Site access was refused despite prior agreement;
- the Work Equipment cannot be found at the time of the Site visit;
- the Inspection cannot be completed because access arrangements could not be made; or
- part way through an Inspection a defect is discovered that prevents the completion of the Inspection.

The Plant Not Available Report will contain contact details for the Competent Person so that the Customer can request the Competent Person to re-visit when the issue which has caused the Plant Not Available report to be issued has been resolved. Additional escalation procedures can be undertaken depending upon the Customer’s requirements. It remains the responsibility of the owner of the Work Equipment being Inspected to ensure that any Inspection is re-arranged with the Inspection Company and that the Work Equipment remains compliant.

### **Reports:**

On completion of the Inspection the Competent Person will provide a verbal summary of the completed activity to the Site Contact. The Competent Person will then synchronise their device with the Inspection Company’s mainframe system. This will then produce the completed report(s) and forward these to an online database. The reports can then be downloaded or printed on the day of the Inspection.

In the unlikely event that the Competent Person’s device fails, the Inspection Company will follow the traditional inspection procedure and record the Inspection in either surveyor notebook or other suitable means of data collection. On completion of the Inspection the Competent Person will provide a verbal summary of the on-Site work and then at a later date, upload the report onto the system which will then produce the reports and issue to the online database system. Reports required to be provided as paper copies are not available unless specifically requested and would then be subject to an additional cost per page.

These will then be issued in paper form within approximately 5 working days of the Inspection and posted to the address provided at the Commencement Date (or other such address as the Customer notifies to the Competent Person).

### **The Inspection Company shall:**

- In a safe manner and with all due care, carry out the Inspection Service as agreed.
- Comply with the Customer's safe systems of work as notified to the Competent Person
- Provide the Inspection Service within Normal Working Hours
- Give the Customer reasonable prior notice of its intention to attend Sites and, where applicable, advise the Customer of the need to prepare the Work Equipment for Inspection
- Produce a report as soon as is reasonably practicable and, in any event, not later than five (5) days following completion of an Inspection.

### **The Inspection Company may:**

- Decline to carry out an Inspection if in its opinion to do so would pose a risk to the health, safety or welfare of the Competent Person, the Customer or any other person
- Make a separate charge if the Customer requests and the Inspection Company agrees to carry out an Inspection outside Normal Working Hours
- Make a separate charge for any re-visit following a Plant Not Available Report being issued.

**Aviva may:**

Make an additional charge in addition to the agreed Fees if:

- for safety reasons more than one Competent Person is necessary to carry out the Inspection
- a special reporting regime is required
- the Customer requires the Competent Person to undertake induction sessions, training or to comply with permit to work or other risk assessment regimes or procedures specific to the Customer's own health, safety and welfare procedures of which the Inspection Company was not made aware at the Commencement Date
- the Customer fails to prepare or make the Work Equipment available to the Competent Person on an agreed pre-appointed date and time

**The Customer shall (at its own cost):**

- Provide Aviva or the Inspection Company with details of
  - (1) any additional Work Equipment
  - (2) Work Equipment which has been permanently withdrawn from service
  - (3) Inspection Frequencies if they differ from that on which the Fees were calculated as soon as possible
- Provide the Competent Person with safe access to the Site and a safe working environment when on the Site
- Provide the Competent Person with safe physical means by which to gain access to the Work Equipment to carry out the Inspection
- Properly prepare, clean, cool, decommission and dismantle the Work Equipment as necessary to enable the Competent Person to carry out the Inspection
- Reassemble the Work Equipment following completion of the Inspection
- Co-operate with and upon request provide the Competent Person with such assistance, information and data relating to the Work Equipment as they reasonably require to conduct the Inspection Service
- Be responsible at all times for the custody, control and care of the Work Equipment

**Confidentiality:**

Regarding the Inspection Service and unless otherwise agreed, each party shall keep confidential the terms of this Contract and all information that it may acquire in relation to the business or affairs of the other party. Unless agreed otherwise, all reports and similar material prepared by Aviva or the Inspection Company in connection with the Inspection Service will be released only to the Customer or the broker.

The Inspection Company shall in the case of a merger between two or more Customers or the purchase of one Customer by another, make the Inspection information available to all relevant parties subject to approval in writing from the principal Customer or new owner or their appointed agent.

Nothing in this Contract will impose an obligation of confidentiality on information

(i) already in the public domain;

(ii) that was rightfully in the possession of such party prior to the commencement of this Contract;

or

(iii) that is required to be disclosed pursuant to any applicable law, or by any court of competent jurisdiction or governmental or regulatory body.

**Disclaimer:**

The Inspection Company will try to ensure that the Customer's Work Equipment items do not fall overdue after having first been Inspected by it. However, circumstances may prevail which might prevent the Inspection Company from achieving this. Please remember it is the owner/operator's legal responsibility at all times to ensure that Work Equipment is examined within any prescribed inspection interval and that none of the Work Equipment items are used or remain in service at any time without a compliant Inspection having been completed.



Neither Aviva nor the Inspection Company will be liable for any Work Equipment that is overdue for Inspection as at the Commencement Date or that is not listed on the Inspection Schedule (unless Aviva subsequently agrees in writing to accept such additional Work Equipment).

### **Fees:**

The Fees are calculated as an annualised amount at the Commencement Date on the basis of the Work Equipment and/or Inspection Frequencies set out in the Inspection Schedule

If there is any alteration to the amount of Work Equipment or level of Inspection Frequencies during the 12 month Contract period, then, subject to Aviva's standard minimum fee, a retrospective adjustment to the Fees will be made at the end of the 12 month Contract period. The Customer will pay to Aviva any resulting additional amount which may be calculated, or Aviva will refund to the Customer any resulting overpayment which may be calculated. In either case this will be on a 50/50 basis payable within 30 days or as otherwise agreed in writing by the Customer and Aviva.

If the Work Equipment is not made available for Inspection following agreed planned Inspection between the Customer and the Inspection Company or the Work Equipment is not in a state of readiness for an Inspection to be completed at the Inspection visit, then Aviva reserves the right to charge additional fees for any required subsequent replacement Inspection.

Where a Plant Not Available Report has been issued, the Fees will still remain payable in respect of the Inspection and additional Fees may be charged for any return visits required as a result of the Plant Not Available Report needing to be issued.

The Fees are subject to VAT at the prevailing rate.

Unless otherwise agreed in writing between the Customer and Aviva, payment is due within 30 days from the Commencement Date.

### **Termination:**

This Contract shall commence on the Commencement Date and shall continue for 12 months, unless terminated earlier as set out below.

Aviva and the Customer may agree in writing to terminate this Contract at any time, in which case:

- where any Inspections were due to be carried out before the date of termination but were not completed, Aviva will refund the proportion of the Fees relating to any such Inspections
- where the Customer is paying by instalments and Inspections have been carried out but not yet paid for at the date of termination, the Customer will pay the proportion of the Fees relating to any such Inspections
- where no Inspections were due to be carried out before the date of termination, Aviva will refund the Fees on a pro-rata basis, reflecting the unexpired element of the 12 month Contract period.

Either party may terminate this Contract immediately by giving written notice to the other party if the other party:

- has breached this Contract and not remedied the breach within 15 days of being notified in writing by the other party of the need to remedy the breach
- becomes insolvent or is the subject of an administration order or has had a receiver appointed or has called a meeting of creditors or resolved to go into liquidation (except for amalgamation or reconstruction whilst solvent) or a petition for its winding up has been presented

Aviva may terminate this Contract immediately by giving written notice to the Customer where continuing to provide the Inspection Service would breach any prohibition or restriction imposed by law or regulation.

### **Limitation of Liability:**

Except in the case of:

- death or personal injury caused by Aviva's or the Inspection Company's negligence, or
- fraud committed by Aviva or the Inspection Company, or
- other circumstances where liability may not be limited or excluded under law,

Aviva's liability under this Contract shall not exceed in the aggregate the sum of £5,000,000 (five million pounds) or such other amount agreed in writing by the Customer and Aviva.

Aviva or the Inspection Company will not be liable to the Customer for any:

- loss of profit
- loss of turnover, business, opportunity or goodwill
- indirect, special or consequential loss or damage

whether caused by, arising out of, or in connection with, any breach of contract, negligent act or omission, or breach of statutory duty, or arising in any other way.

Aviva and the Customer each confirm that all exclusions and limitations of liability set out in this Contract are fair and reasonable having regard to the relationship between them.

**General:**

If any provision in this Contract is held by any competent court to be unenforceable in whole or in part the validity of the other provisions and the remainder of the provision in question shall not be affected.

A person who is not a party to this Contract has no rights under it by virtue of the Contracts (Rights of Third Parties) Act 1999. This does not affect any right a third party has other than under that Act.

Unless the Customer and Aviva otherwise agree, this Contract will be governed by and construed in accordance with English Law and the courts of England shall have exclusive jurisdiction in relation to any dispute arising under this Contract.

Risks situated within the UK and other countries excluding the EEA are underwritten by Aviva Insurance Limited. Registered in Scotland, No. SC002116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202153.

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