



## **Excess Of Loss Cyber Insurance Policy**



## Contents

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

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## Introduction

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

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

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

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

## Contact details for claims and help

### Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles.

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

### Claims Service

#### 0800 051 4473

If a cyber incident occurs, call our 24/7 claims line. A dedicated Incident Manager will be appointed and will coordinate the specialist support whenever it is required.

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

Or write to us at: **Aviva Global Corporate and Specialty Claims, 80 Fenchurch Street, London EC3M 4AE**

In all cases, please quote your policy number.

### Legal and Tax Helpline

#### 0345 300 1899

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. This service, given in confidence, is included as part of your insurance policy.

### Risk Solutions Helpline

#### 0345 366 6666

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

### Counselling Services Helpline

#### 0117 934 0105

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

This service is available during office hours with an answering service outside these times.

Customers can access up to six telephone counselling sessions (up to an hour at a time) for each difficulty.

Additional sessions can be arranged and paid for separately. Note, the initial call to the counselling line does not form part of the six sessions.

This service is provided by Care First, a trading division of Partnerships in Care Ltd.

The Counselling service is available to you, your employees and members of your immediate family – providing they live with you and are over the age of 18 (or aged between 16 and 18 and in full-time employment).

## Aviva Business Law

### Website - <https://avivabusinesslaw.farillio.io/>

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

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



To register:

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

## **Aviva Risk Management Solutions (ARMS)**

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

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

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

## What to do if you are unhappy

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

## What will happen if you complain

If your complaint is not resolved quickly:

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

Where your concerns are unable to be resolved or have not been resolved within eight weeks, you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

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

# The Contract of Insurance

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

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

## Important

**This policy is a legal contract. You must tell us about any material circumstance which affect Your insurance and which have occurred either since the policy started or 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. If You fail to tell us it could affect the extent of cover provided under the policy.**

**You should keep a written record (including copies of letters) of any information You give us or Your insurance adviser when You renew this policy.**

## Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in us automatically being discharged from any liability, then such 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 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 loss which actually occurred in the circumstances in which it occurred.



**Jason Storah**  
**CEO, UK & Ireland General Insurance**

# Policy Insuring Clause

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We will indemnify You in respect of any claim for which You are entitled to be indemnified by the Primary Policy during the Period of Insurance for any amounts in excess of the Underlying Limit provided the claim first occurred after the Retroactive Date stated in The Schedule. The maximum We will pay is the Limit of Indemnity.

Except as otherwise provided herein, this policy is subject to the extent of, and the same terms, definitions, conditions, limitations, exclusions and territorial limits as contained in, the Primary Policy.

## Policy Clauses

### Other Costs

We will pay Other Costs being part of and not in addition to the Limit of Indemnity as follows:

- (1) We will contribute to such Other Costs in the proportion that Our liability to pay any claim(s) bears to the total amount of the relevant claim(s) (excluding, in each case, Other Costs).
- (2) Where insurers on the Underlying Policy/Policies are not liable for Other Costs because they have invoked their right to pay the limit of liability of that Underlying Policy/Policies and are only liable for Other Costs incurred up to the date of payment, We will be liable for the proportion of Other Costs for which the underlying insurers would have been liable had they not invoked that right provided that such Other Costs were incurred with Our written consent.

### Underlying insurance

Subject to the Limit of Indemnity, if by reason of the payment of any claim or claims or Other Costs by the Underlying Policy/Policies during the Period of Insurance, the limit of indemnity provided by such Underlying Policy/Policies is

- (1) partially reduced, then this policy shall apply in excess of the reduced limit of indemnity of the Underlying Policy/Policies for the remainder of the Period of Insurance
- (2) totally exhausted, then this policy shall continue in force as the Underlying Policy/Policies for the remainder of the Period of Insurance

Any claim excess, deductible, retention or waiting period payable by You in accordance with the terms of the Primary Policy will be payable by You before We are obliged to indemnify You under this policy.

### Freedom of Services

The insurance under this policy for risks situated in any EEA country is provided by Aviva Insurance Ireland Designated Activity Company (AIIDAC) under the European Union Freedom of Services provisions.

For the purposes of this clause it is agreed that:

- (1) this clause shall not affect any other terms and conditions of this policy;
- (2) any excesses or deductibles shall apply to this policy as if the insurance were provided by one insurer under one policy;
- (3) the total amounts payable by Aviva Insurance Limited and AIIDAC in aggregate shall not exceed the Limit of Indemnity specified in The Schedule;
- (4) Aviva Insurance Limited and AIIDAC shall each be liable for their own cover and not that of the other;
- (5) the premiums and taxes payable in respect of this EEA cover are payable to Aviva Insurance Limited on behalf of AIIDAC. The premium taxes and any other charges collected are paid to the tax authorities in the countries where the risk is situated.

## **The following Policy Conditions apply.**

### **Alteration of Risk**

If there has been any alteration to You and/or The Business after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury as insured under the Primary Policy 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 may 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 30 days' written notice to Us.
- (2) If there is a default under Your credit agreement which finances this policy, We 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. That is provided that, during the current Period of Insurance, there has been no:

- (a) claim made under the policy for which We have made 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 30 days' written notice to Your last known address. We will refund a proportionate part of the premium for the unexpired period provided that, during the current Period of Insurance, there has been no:
  - (a) claim made under the policy for which We have made 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.

### **Conduct**

In respect of any claim or circumstance notified to Us under this policy You will give Us all such information and assistance as We may reasonably require and that is in Your power to provide and will keep Us informed of any material developments in relation to such matters.

### **Claims notification**

If You fail to fulfil or observe the requirements imposed upon You by this condition You will lose Your right to indemnity or payment for any claim.

If during the Period of Insurance:

- (1) A claim is made against You; or,
- (2) You become aware of any circumstance that may give rise to a claim, which has the potential to exceed 50% of the applicable Underlying Limit (taking into account any depletion or exhaustion of the Underlying Limit which may occur as a result of the notification of any other claims or losses)

then You shall give written notice to Us as soon as practicable.

Should any claim arise out of a circumstance reported to Us in accordance with this claims notification condition then the claim will be deemed to have been notified to Us during the Period of Insurance.

### **Maintenance of underlying Insurance**

If You fail to fulfil or observe the requirements imposed upon You by this condition You will lose Your right to indemnity or payment for any claim.

- (1) The Underlying Policy/Policies must be maintained to full effect during the Period of Insurance (except for any depletion of the Underlying Limit(s) which may occur as a result of any payment for claims or losses); and,
- (2) Any alterations or amendments to the terms, conditions, limitations and exclusions of the Underlying Policy/Policies must be notified to Us before any such alterations or amendments come into effect. We may, at Our discretion, alter or amend the terms, conditions, limitations and exclusions of this policy including adjusting the premium; and,
- (3) In the event of the insolvency of any insurer participating on any Underlying Policy/Policies, You will not be in breach of Your obligations under this condition if the Underlying Policy/Policies is no longer maintained to full effect during the Period of Insurance as a result of that insolvency. However, We will not be liable under this policy to a greater extent or at an earlier point in time than We would have been in the absence of such insolvency.

### **Non Disclosure, Misrepresentation or Mispresentation**

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

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

- 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 would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to under insurance in this policy.

## Sanctions

We shall not be deemed to provide cover and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose 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, Canada or United States of America or any of its states.

## Severability of Interest

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

Provided that for the purposes of the Limit of 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 a single contract of insurance between:

- (1) Aviva as one party
- and
- (2) The Policyholder and each subsidiary company as the other party.

## Subrogation and Recoveries

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.

## Ultimate Net Loss

Our liability to indemnify You under this policy is on an ultimate net loss basis, which means that We are only liable to pay the net amount by which Your loss exceeds the sum of:

- (1) the Underlying Limit; and,
- (2) all sums recovered or recoverable from any other party; and,
- (3) any sums due under any other applicable policy of insurance (other than the Underlying Policy/Policies)

Any sums recovered after We may have made payment under this policy shall be applied as if they had been received before We made any such payment.

## **The following Policy Exceptions apply.**

We will not indemnify You 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.
- (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 Your premises (other than nuclear fuel or nuclear waste) used in the course of The Business for the purposes for which they were intended.
- (3) any loss or liability arising directly or indirectly out of any failure, interruption, disturbance, degradation, corruption, impairment or outage of services provided by any utility provider, internet service provider, telecommunications provider, domain name service, certificate authority or content delivery network. However, We will cover Your direct losses if such services are under Your direct operational control.
- (4) any damage, or the threat thereof, or any consequence 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

In any action, suit or other proceedings where We allege that any damage, or the threat thereof, or any consequence whatsoever results from 4(a) and/or (4)(b) and/or (4)(c) and is therefore not covered by this policy, the burden of proving that any such damage, or the threat thereof, or any consequence whatsoever is covered under this policy will be upon You.

However We will provide cover for Cyber Terrorism as insured by this policy other than in respect of damage which results directly from

- (i) fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system),

- (ii) impact of any aircraft or any aerial devices or articles dropped from them,
- (iii) impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle
- (iv) 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
- (v) a Cyber Operation.

(5) any loss or liability arising directly or indirectly out of a Cyber Operation that has a major detrimental impact on

- (a) the functioning of a sovereign state due to disruption to the availability, integrity or delivery of an Essential Service in that sovereign state; or
- (b) the security or defence of a sovereign state

If a Designated Official of a Relevant State attributes a Cyber Operation to another sovereign state, or asserts that a Cyber Operation has been carried out on behalf of or in support of another sovereign state, then for the purposes of this exception, a Cyber Operation shall be deemed to have taken place, and this exception will apply. A Cyber Operation shall still be deemed to have taken place and this exception will still apply if any other sovereign state, including (without limitation) a Relevant State, contradicts or denies any such attribution or assertion.

In the absence of any such attribution or assertion by a Designated Official of a Relevant State We will be entitled to apply this exception in reliance on any reasonable inference as to the attribution of the Cyber Operation to another sovereign state or to anyone acting on behalf of or in support of another sovereign state.

In any action, suit or other proceedings where We allege that any loss or liability, or any consequence whatsoever results from a Cyber Operation and is therefore not covered by this policy, the burden of proving that any such loss or liability, or any consequence whatsoever is covered under this policy will be upon You.

(6) any claim or claims, where the indemnity provided by the Underlying Policy/Policies is limited or restricted, so that You are only entitled to be indemnified, under the terms of the Underlying Policy/Policies, to a lesser amount in respect of that claim than is the case in respect of other types of claim or loss.

(7) any loss, liability, cost or expense or any other amount incurred by or accruing in connection with any losses arising from physical damage or actual bodily injury (This does not apply to write-backs for emotional distress/mental anguish claims under data privacy liability coverage).

(8) any loss, liability, cost or expense or any other amount incurred by or accruing in connection with any losses arising from Natural Perils, which shall include but not be limited to the following; Earthquake, seaquake, earthquake shock, aftershock, seismic and/or volcanic disturbance/eruption, hurricane, rainstorm, windstorm, storm, tempest, tornado, cyclone, typhoon, tidal wave, tsunami, flood, hail, winter weather/freeze, ice storm, weight of snow and ice, avalanche, any falling objects (including but not limited to meteor and asteroid), liquefaction, landslip, landslide, mudslide, erosion, lightning, sinkhole collapse, earth movement, subsidence, ground heave, solar wind/storm, tropical storm, tropical depression, firestorm, storm surge and, wildfire, bush fire and forest fire irrespective of origin. Furthermore, fire and/or any other ensuing loss or losses following losses arising from Natural Perils shall also be excluded.

(9) any losses arising from chemical, biochemical or biological release, discharge, dispersal or escape.

# Policy Definitions

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**Words or phrases defined in the Primary Policy will have the same meaning in this policy unless We state otherwise below. In this policy the singular includes the plural and vice versa. A defined word or phrase will start with a capital letter each time it appears in this policy except for headings and titles.**

## Computer Equipment

Mainframes, personal computers, servers, laptops, handheld computers, smartphones and other equipment including

- (1) Hard or solid states drives
- (2) Satellite and telecommunications links and computerised telephone exchanges
- (3) Electronic access equipment
- (4) Data storage materials

used for processing, communicating and storing electronic data.

## Cyber Operation

The use of any Computer Equipment by, on behalf of, or in support of a sovereign state to disrupt, deny, degrade, exfiltrate, manipulate or destroy any data or Computer Equipment in or of another sovereign state.

## Cyber Terrorism

Any act or series of acts or threat thereof of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation through the use of computer systems, to destruct, disrupt or subvert any computer system, computer network and/or its content, with the intention to cause harm or committed for religious, ideological or political purposes (including, but not limited to, the influencing of any government and/or to put the public in fear).

## 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.

## Designated Official

Any person holding one of the following positions, or equivalent, within a sovereign state

- (1) Head of government
- (2) Interior minister
- (3) Foreign minister
- (4) Defence minister
- (5) Official representative of a national intelligence or security service.

## EEA

European Economic Area.

## Essential Service

A service which is essential for the maintenance of critical societal or economic activities of a sovereign state, including but not limited to financial institutions and associated financial market infrastructure, transport network, health services or utility services.

## Limit of Indemnity

The maximum amount, stated in The Schedule, which We will pay under this policy in respect of any one claim and in the aggregate for all such claims made during the Period of Insurance.

## Other Costs

Costs and expenses incurred with Our prior consent in defence of a claim against You and in respect of which You are indemnified under the terms of the Primary Policy.

## Period of Insurance

From the effective date until the expiry date shown in The Schedule.

## Primary Policy

The primary policy as specified in The Schedule.

## Relevant State

Any sovereign state

- (1) in which the Data or Computer Equipment affected by a Cyber Operation is physically located or stored
- (2) which is a permanent member of the United Nations Security Council
- (3) which is a member of the Five Eyes intelligence alliance
- (4) which is a member of the North Atlantic Treaty Organisation.

## Terrorism

Any act or acts caused or occasioned by any person(s) or group(s) of person(s) or so claimed for political, religious, ideological or similar purposes.

## The Business

Activities directly connected with the business specified in The Schedule.

## The Schedule

The document which specifies Your details, details of the Underlying Policy/Policies and details of the Limit of Indemnity and any endorsements applying to this policy.

## Underlying Limit

The amount as stated in The Schedule for which the Underlying Policy/Policies are liable, including payment by You of any applicable excess, deductible or retention.

## Underlying Policy/Policies

The Primary Policy, and all other policies which grant a limit of indemnity between the Primary Policy and this policy.

## We/Us/Our/Aviva

Aviva Insurance Limited unless otherwise stated in the policy.

## You/Your/The Policyholder

Any person, organisation or entity named in The Schedule as The Policyholder.

## Material Circumstance

IMPORTANT – This policy is a legal contract

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

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

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

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

Each renewal invitation is made on the basis of the information we have at the time it is issued. We may revise or withdraw it if, before the date your renewal takes effect, any event occurs that gives rise to a claim or alters the material circumstances under this insurance, even if we are notified after your renewal date.

A specimen copy of the policy wording is available on request. You should keep a record (including copies of letters) of all information supplied to us for the purposes of the renewal of this insurance. A copy of the completed application will be supplied on request within a period of three months after its completion.

## 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 United Kingdom, 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 United Kingdom, 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.

## 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.

## Data Protection – Privacy Notice

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

We collect and use Personal Information about you in relation to our products and services. Personal Information means any information relating to you or another living individual who is identifiable by us. The type of Personal Information we collect and use will depend on our relationship with you and may include more

general information (e.g. your name, date of birth, contact details) or more sensitive information (e.g. details of your health or criminal convictions).

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

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

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

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

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

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

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

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

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

## 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)

## Fraud Prevention and Detection

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

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

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

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

## Claims History

Under the conditions of your policy you must tell us about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.

We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

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

## Our Regulatory Status

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

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

## Use of Language

All communications relating to this contract will be in English.







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