

Property Developers Policy

Arranged by

ProAktive

Underwritten by



Contents

This policy is made up of individual Sections. It should be read together with The Schedule which indicates the Sections You are Insured under and gives precise details of Your insurance protection.

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The Contract of Insurance

Your policy wording, the information You have provided and/or the statement of fact, the declaration made by You and The Schedule should be read together and form the contract of insurance between us and you and must be read together.

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 Us or Your insurance adviser when You renew this policy.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of

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

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

Policy Introduction

Introduction

Welcome to Aviva. We are committed to providing a first-class service. This is your ProActive Property Developers 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.

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, Channel Islands or Isle of Man in which you, the policyholder, 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, Channel Islands or 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

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Customers with Disabilities

This policy and other associated documentation is also available in large print, audio and Braille. If you require any of these formats please contact Your insurance adviser.

Useful Telephone Numbers

As an Aviva customer, You can access additional services to help You keep Your business running smoothly. To help us please have Your policy number ready.

Claims Helpline (24 hours)

0800 015 1498

A 24 hour, 365 days a year claims line providing You with emergency assistance whenever it is required. When We know about Your problem, We will start to put the solutions in place.

Legal and Tax Helpline (24 hours)

0345 300 1899

Call this helpline anytime, day or night, for advice on any UK legal or tax matters. Given in confidence, the advice is free - all you pay for is the price of the call.

Risk Solutions Helpline (office hours)

0345 366 6666

Advice on safety, fire, security and other risk related issues. Ninety per cent of queries are dealt with on the spot, and we guarantee an answer within one working day.

Counselling Service

0117 934 0105

A confidential counselling service is available for your staff to help them deal with situations such as bereavement, divorce or even bullying at work.

Telephone Call Charges and Recording

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. Calls to 0800 numbers from UK landlines and mobiles are free.

Complaints Procedure and Important Information

Our Promise of Service

Our goal is to give excellent service to all Our customers but We recognise that things do go wrong occasionally. We take all complaints We receive seriously and aim to resolve all Our customers' problems promptly. To ensure that We provide the kind of service You expect We welcome Your feedback. We will record and analyse Your comments to make sure We continually improve the service We offer.

What will happen if You complain

- We will acknowledge Your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of Our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, We will contact You with an update within 10 working days of receipt and give You an expected date of response.

What to do if You are unhappy

If You are unhappy with any aspect of the handling of Your 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.

If You are unhappy with the outcome of Your complaint, You may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:

0800 023 4567 (Calls from UK landlines and mobiles are free) or
0300 123 9123

Or simply log on to their website at **www.financial-ombudsman.org.uk**.

Whilst We are bound by the decision of the Financial Ombudsman Service, You are not. Following the complaints procedure does not affect Your right to take legal action.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website **www.fscs.org.uk**.

Asset Protection - Property Damage - Specified Contingencies

Cover

We will indemnify You in respect of Damage to Property Insured at The Contract Site occurring during the Period of Insurance by the following Contingencies where stated as applying in The Schedule.

The Sum Insured under each item other than items applying solely to professional fees, rent or 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.

Contingencies

Fire

- (1) Fire

We will not provide cover for Damage

- (a) to the Property Insured caused by explosion resulting from fire
- (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over-running
- (c) caused by the Property Insured's own spontaneous fermentation or heating or the Property Insured undergoing any process involving the application of heat
- (d) caused by riot and/or civil commotion

- (2) Lightning

- (3) Explosion of boilers or of gas in a Building not being part of any gas works used for domestic purposes or used for lighting or heating the Building

We will not provide cover for Damage to the Property Insured caused by earthquake or underground fire.

Earthquake

Explosion

We will not provide cover for Damage

- (1) to the Property Insured caused by or consisting of the bursting of a boiler, economiser, vessel, machine or apparatus, where the internal pressure is due to steam only and belongs to You or is under Your control
- (2) to any vessel, machine or apparatus, or it's contents, caused by it's own bursting

However, We will provide cover for Damage not otherwise excluded if the vessel, machine or apparatus is the subject of a contract providing inspection or maintenance required by statutory regulation.

Aircraft

Aircraft and other aerial and/or spatial devices or articles dropped from them.

Riot, Civil Commotion and Malicious Damage

Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons.

We will not indemnify You in respect of Damage caused by

- (a) work stoppages.
- (b) theft or attempted theft by malicious persons not acting in connection with any political organisation.

Storm or Flood

We will not indemnify You in respect of Damage

- (a) due only to change in the water table level
- (b) by frost
- (c) by subsidence, ground heave or landslip
- (d) to fences, gates and moveable property in the open
- (e) to Buildings that are not watertight.

Escape of Water/Oil

Escape of water from any tank, apparatus or pipe.

We will not indemnify You in respect of Damage

- (a) caused by water from an automatic sprinkler installation
- (b) while The Premises are unoccupied.

Falling trees or radio/TV aerials

We will not indemnify You in respect of Damage caused

- (a) by subsidence, ground heave or landslip
- (b) by felling, lopping or pruning of trees
- (c) to fences, gates and moveable property in the open.

Impact

Impact by any road vehicle or animal.

Leakage

Leakage of fuel from any fixed oil heating installation.

Additional Contingency**Subsidence**

We will indemnify You in respect of Damage caused by subsidence of, or ground heave of the site of the Property Insured or landslip.

We will only indemnify You in respect of Damage to

- (a) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios
- (b) walls, gates, hedges or fences

if

- (i) such property is specifically insured by this Section
and
- (ii) Damage also occurs to the building to which such property applies and that building is insured by this Section.

We will not indemnify You in respect of

(1) Damage caused by

- (a) collapse, cracking, shrinking or settlement of any building
- (b) coastal or river erosion
- (c) defective design or inadequate construction of foundations
- (d) demolition, structural alteration or repair
- (e) settlement or movement of made up ground.

(2) Damage as a result of movement of solid floor slabs

However, we will indemnify You if there is Damage to the foundations beneath the exterior walls of The Premises at the same time.

(3) the Subsidence Excess.

Property Damage Excess

The amount (or amounts) shown in The Schedule which We will deduct from each and every claim.

All Other Contents

This term includes

- (a) documents, manuscripts and business books
- (b) computer systems records
- (c) patterns, models, moulds, plans and designs but only for
 - (i) the value of the materials
 - (ii) the cost of labour and computer time spent in reproducing them.

We will not pay for

- expenses in connection with producing information to be recorded
- the value to You of any information lost.

- (d) Employees' pedal cycles and other personal belongings but only if they are not otherwise insured.

The maximum We will pay for any one Employee's property is £500.

- (e) visitors' personal belongings.

The maximum that We will pay for any one visitor's property is £500.

- (f) trade samples and goods in trust held at The Premises.

The maximum We will pay is £500.

Automatic Reinstatement of Sum Insured

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 the additional premium required to reinstate the Sums Insured.

Damage Arising From Personal Use of Property Insured

We will indemnify You in respect of Damage to Property Insured in the event that such Damage occurred whilst not in connection with The Business provided that the Property Insured had been purchased for business purposes.

Debris Removal

The Sum Insured for each item, except on Stock and materials in trade, includes costs and expenses You incur, with Our consent, for

- (a) removal of debris
- (b) dismantling or demolishing
- (c) shoring up or propping of the parts
of the property which have suffered Damage insured under this Section.

We will not indemnify You in respect of costs and expenses

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

Munitions of War

We will indemnify 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.

Basis of Claim Settlement

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, motor vehicles or Computer and Electronic Office Equipment and the Schedule states Reinstatement applies and 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 has been completely destroyed.

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 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 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.

Where Damage occurs to stock and materials in trade, professional fees, debris removal, rent, pedal cycles and personal effects, motor 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.

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.

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.

Exclusions

We will not provide cover for

- (1) consequential loss or damage.
However, We will provide cover for rent when this cover is specified in The Schedule and the Damage is not otherwise excluded.
 - (2) Damage more specifically insured by You or on Your behalf.
 - (3) Damage insured by any marine policy or Damage 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.
 - (4) Damage caused by pollution or contamination.
However, We will provide cover for Damage to the Property Insured, not otherwise excluded, caused by pollution or contamination which results from any Contingency insured under this Section or any Contingency insured under this Section which results from pollution or contamination.
 - (5) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (a) Terrorism
 - (b) civil commotion in Northern Ireland
 - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.Terrorism means
 - (i) in respect of Damage occurring in England, Wales and Scotland only but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands, acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence HM Government in the United Kingdom or any other government de jure or de facto
 - (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violence, and/or
 - harm or Damage to life or to property or the threat of such harm or Damage including but not limited to harm or Damage by nuclear and/or chemical and/or biological and/or radiological meanscaused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.
In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You.
 - (6)
 - (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.
 - (7) motor vehicles, or their contents, which are more specifically insured.
However, We will provide cover for any sum beyond the amount payable under a more specific policy.
 - (8) the Excess stated in The Schedule.
-

Asset Protection - Contract Works

Definitions

(Also refer to the Policy Definitions at the back of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Contract

Any contract or agreement entered into by You to carry out work where the estimated Maximum Contract Price does not exceed the amount stated in The Schedule.

Employees' Tools

Employees' tools and personal belongings while on or adjacent to any Contract Site and in transit between Your premises and the Contract Site other than

- (1) motor vehicles.
- (2) gold or silver articles.
- (3) watches or jewellery.
- (4) Money.

Estimated Original Contract Price

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

Existing Structures

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

Free Issue Materials

Materials for incorporation into the Contract

- (1) issued free to You by or on behalf of Your Employer
and

- (2) for which You are responsible under the conditions of the Contract

the value of which will not be included in the final valuation of the Works carried out or the final contract price and which are not otherwise excluded from this Section.

Hired in Plant

Plant, scaffolding, tools, equipment, site huts and temporary buildings hired in by You for use in connection with any Contract while anywhere within the Territorial Limits including transit other than by sea or air.

Maximum Contract Price

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

Practical Completion

Works which are

- (1) completed,
or

- (2) complete except for Your decorations or final fitments.

Property Insured

Works, Your Plant and Hired in Plant which You own or are responsible for as stated in The Schedule.

Territorial Limits

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

Works

- (1) Temporary or permanent works completed or to be completed as part of any Contract
and/or

- (2) materials for incorporation whilst on or adjacent to the Contract Site and in transit to or from the Contract Site other than by sea or air.

Your Plant

Plant, scaffolding, tools, equipment, site huts and temporary buildings owned by You, while anywhere within the Territorial Limits including transit other than by sea or air.

Cover

We will indemnify You in respect of Damage to the Property Insured during the Period of Insurance and within the Territorial Limits.

The maximum that We will pay in respect of any one occurrence which gives rise to a claim under this Section is

(1) Works

(Which includes any liability We may have in respect of the cover provided under the Clauses) 125% of the Estimated Original Contract Price including the value of Free Issue Materials in respect of any Contract or Works.

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

(2) Your Plant

The Sum Insured stated in The Schedule at the time of Damage.

(3) Hired in Plant

The Sum Insured stated in The Schedule at the time of Damage.

(4) Employees' Tools

The Sum Insured stated in The Schedule at the time of Damage.

The maximum that We will pay in respect of any one Employee is the limit stated in The Schedule.

Clauses**Additional Interests**

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

- (1) employer,
- or

- (2) contractor.

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.

Consecutive Damage

Damage to Property Insured at any one Contract Site during a period of 72 consecutive hours caused by

- (1) earthquake
- (2) storm, flood or other water damage
- (3) subsidence or collapse

will be considered for the purpose of applying any Excess as one occurrence of Damage.

Continuing Hire Charges

We will indemnify You in respect of Your legal liability to pay continuing hire charges as a result of Damage to any item of Hired in Plant insured under this Section.

Damage to Security Devices

If the attempted theft of any vehicle included within Your Plant or Hired in Plant results in Damage only to the vehicle immobiliser, locating, tracking or other security device, We will apply a reduced Excess of £50.

Debris Removal

We will indemnify You in respect of the costs and expenses that You incur, with Our consent, for

- (1) removing debris
- (2) dismantling or demolishing
- (3) shoring up or propping
- (4) clearing or repairing drains or service mains

following Damage to Property Insured.

The maximum that We will pay in respect of any one loss is 25% of the Estimated Original Contract Price.

We will not indemnify You in respect of costs and expenses

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

Dwellings

All Contracts or Works solely concerned with the erection of private dwellings not exceeding four storeys in height are insured under this Section irrespective of the Estimated Original Contract Price of such Contracts.

The maximum We will pay in respect of any once loss is 125% of the Sum Insured in the description of the Contract or Works in The Schedule.

European Union and Public Authorities

Following Damage to Works, We will pay the additional cost of reinstating the Property Insured necessary to comply with any

- (1) European Union Legislation.
- (2) Act of Parliament.
- (3) Bye laws of any public authority.

We will not indemnify You in respect of

- (1) costs incurred
 - (a) in respect of 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.
 - (d) in respect of property or parts of the property, other than foundations (unless foundations are specifically excluded) which have not suffered Damage.
- (2) any charge or assessment arising from capital appreciation following compliance with this legislation.

The reinstatement, repair or replacement

- (a) must begin and be carried out as quickly as possible.
- (b) may be carried out on another site if necessary provided this does not increase Our liability.

If Our liability under this Section is reduced by the application of any terms of this policy, Our liability under this clause will be similarly reduced.

The maximum We will pay under this clause in respect of any one Contract is the Sum Insured as stated in The Schedule.

Expediting Expenses

We will indemnify You in respect of the reasonable costs and expenses that You incur for

- (1) overtime
- (2) night work
- (3) work on public holidays
- (4) special delivery

to reinstate or repair Property Insured following Damage.

The maximum that We will pay in respect of any one loss is 25% of the amount which reinstatement, repair or replacement would have cost if these expenses had not been incurred.

Free Issue Materials

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

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

Immobilised Plant

We will indemnify You in respect of necessarily incurred costs for the withdrawal or recovery of Your Plant or Hired in Plant accidentally immobilised on or adjacent to any Contract Site.

We will not pay for withdrawal or recovery required as a result of the breakdown of Your Plant or Hired in Plant.

Incidental Hiring of Plant

We will indemnify You in respect of Damage to any item of Your Plant while it is hired or loaned to a third party.

The maximum that We will pay in respect of any one loss is £25,000.

Indemnity to Sub-Contractors

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

Locating and Tracking Devices

We will not apply an Excess in respect of theft of a vehicle which is

- (1) insured under Your Plant or Hired in Plant
and
- (2) fitted with an activated operational locating/tracking device of a type approved by Us.

Loss of Keys

If the key to any immobiliser permanently fitted to a vehicle included as Your Plant or Hired in Plant is lost or stolen, We will indemnify You in respect of the cost of replacing the cylinder of the lock.

The maximum that We will pay in respect of any one loss is £500.

We will not indemnify You in respect of the first £50 of each claim.

Off-Site Storage

The Works includes materials, anywhere within the Territorial Limits, separately stored and identified for inclusion in any Contract.

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

- (1) the value of the materials as detailed in an interim certificate under any standard printed contract conditions
or
- (2) where materials have not been included in an interim certificate under any standard printed contract conditions
 - (a) £50,000,
or
 - (b) £25,000 for non-ferrous metals provided they are stored in a securely locked container or building,
or
 - (c) 15% of the Estimated Original Contract Price
whichever is the lower.

Professional Fees

We will indemnify You in respect of professional fees necessarily incurred in reinstating, repairing or replacing the Works following Damage.

We will not indemnify You in respect of fees

- (1) more specifically insured.
- (2) incurred in preparing a claim.

Redrawing Plans or Documents

We will indemnify You in respect of the cost of rewriting or redrawing plans, drawings or other Contract documents following Damage.

The maximum that We will pay in respect of any one loss is £25,000.

Show Properties

We will indemnify You in respect of Damage to show properties including their contents.

The maximum that We will pay in respect of the contents of any one show property is £10,000.

Speculative Building

We will indemnify You in respect of Damage to any private dwelling You have erected on a speculative basis.

This indemnity will cease on

(1) the date You sell, lease or rent the property,

or

(2) 90 days from Practical Completion

whichever is the earlier.

Taken Into Use

We will indemnify You in respect of Damage to any part of the permanent Works taken into use as private dwellings or offices.

This indemnity will cease when

(1) a certificate of completion has been issued,

or

(2) the permanent Works have been completed.

Timber Frame Construction

We will not provide indemnity in respect of Damage to Property Insured where Timber Frame Construction is utilised

(1) on more than two floor levels including and above ground level, or

(2) where the Estimated Original Contract Price exceeds £1,000,000

Unless otherwise stated in the Schedule Definition.

Timber Frame Construction shall mean a method of light timber construction that commonly utilises platform building techniques where the structural frame is made from wood.

Exclusions

(Also refer to the Policy Exclusions at the back of this policy booklet.)

We will not indemnify You in respect of

(1) Damage to any part of the permanent Works

(a) for which a certificate of completion has been issued,

or

(b) which has been completed,

or

(c) taken into use.

(2) Damage as a result of

(a) gradual deterioration or wear and tear.

(b) rust or mildew.

(3) repair to or replacement of any item of Your Plant or Hired in Plant caused by its own mechanical or electrical breakdown, failure, breakage or derangement other than in respect of Hired in Plant and for which You are responsible under the terms of a hire agreement not being a leasing or hire purchase agreement.

(4) Damage to

(a) Existing Structures.

(b) any mechanically propelled vehicle, including any trailer attached, licensed for road use and for which a certificate of motor insurance is required, other than a vehicle used solely as a tool of trade.

(c) any aircraft or waterborne vessel.

(d) property for which You are relieved of responsibility by the conditions of the Contract.

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- (5) Damage
 - (a) by disappearance or shortage discovered only when an inventory is taken.
 - (b) which is not traceable to an event.
 - (6) Damage caused by pollution or contamination other than that of or to the Property Insured.
 - (7) liquidated damages, fines or any other penalties under contract for delay or non-completion.
 - (8) consequential loss or damage of any kind.
 - (9) the cost of normal upkeep or making good.
 - (10) Damage to and the cost necessary to reinstate or repair
 - (a) Property Insured which is in a defective condition due to a defect in
 - (i) design, plan or specification
 - (ii) materials
 - (iii) workmanship of or of any part of that Property Insured.
 - (b) other Property Insured to enable the reinstatement or repair of Property Insured excluded by (a) above.

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

Property Insured will not be considered as having suffered Damage solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in, or in any part of, that Property Insured.
 - (11) the Excess/Excesses.
 - (12) the theft of unfixed non-ferrous metals of any description unless at the time of theft
 - (a) an authorised Employee or agent of The Policyholder is actually on site,
 - or
 - (b) such property is contained in a securely locked container or building.

Conditions

(Also refer to the Policy Conditions at the back of this policy booklet.)

Cessation of Work

If, for whatever reason, construction work at the Contract Site is suspended or stopped, You must notify Us within 60 days of the suspension or stoppage.

We may at Our option

- (i) modify Your premium
- (ii) amend the terms and conditions of this Section
- (iii) require You to make alterations to the Contract Site and/or the Works
- (iv) exercise Our right to cancel Your policy under Policy Condition (3) Cancellation.

If, in the event of any claim for Damage, You have failed to advise Us that construction work at the Contract Site has been suspended or stopped, and the suspension or stoppage has been in excess of 60 days, We may at Our option, avoid the claim.

Diminution of Damage

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

Asset Protection - Terrorism

Definitions	<p>(Also refer to the Policy Definitions at the front of this policy booklet.)</p> <p>The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.</p>
Act of Terrorism	<p>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, of HM government in the United Kingdom or any other government de jure or de facto.</p>
Computer System	<p>A computer or other equipment or component or system or item which processes stores transmits or receives Data.</p>
Covered Loss	<p>All losses arising under any of the Heads of Cover as a result of damage to or the destruction of Residential Property occurring during the Period of Insurance in the Territory, the proximate cause of which is an Act of Terrorism.</p>
Data	<p>Data of any sort whatever, including but without limitation tangible or intangible data, any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.</p>
Denial of Service Attack	<p>Any actions or instruction constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of Service Attacks include but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.</p>
Excess/Excesses	<p>The amount or amounts shown in Your policy or The Schedule which We shall deduct from each and every claim at each separate location. The amount(s) to be deducted after the application of any Average Condition.</p> <p>You will repay any such amount paid by Us.</p>
Hacking	<p>Unauthorised access to any Computer System whether Your property or not.</p>
Head/Heads of Cover	<p>Any of the following types of direct insurance cover:</p> <ol style="list-style-type: none">(1) Buildings and completed structures(2) Other property <p>insured under this policy.</p>
Individual	<p>Any person other than</p> <ol style="list-style-type: none">(1) a company, association, public body or partnership unless the partnership is not set up for the purpose of a business(2) a sole trader, trustee or body of trustees provided that the property insured is not solely occupied as a private residence of the sole trader or of either a trustee or beneficiary of the trust. If however, the property is a private dwelling house or a self-contained unit insured as part of a block of units (i.e. a block of flats), and is occupied as a private residence by any of the trustee(s) or any beneficiary of the trust, or sole trader(s), it will be considered that the property is insured in the name of the individual(3) a person insuring property which is the subject of a trust or of an executorship of a will unless some part of it is:<ol style="list-style-type: none">(a) occupied by a beneficiary or a trustee of the trust in question, or by a beneficiary or an executor of the will in question; or(b) located in premises owned by any such person, and the commercially occupied proportion of the property does not exceed 20%(4) an individual insuring property that is of sole commercial use(5) an individual insuring property where the commercially occupied proportion of the property exceeds 20%. <p>Where two or more persons have arranged insurance on a private residence or private property in their several names, and/or the name of The Policyholder includes the name of a bank, building society or other financial institution for the purpose of noting their interest in the property insured, then such persons will be deemed to be an Individual in respect of that private residence or private property.</p>

Nuclear Installations	Any installation of such class or description as may be prescribed by regulations made by the Secretary of State from time to time or any successor relevant authority, being an installation designed or adapted for <ul style="list-style-type: none"> (1) the production or use of atomic energy, or (2) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations, or (3) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.
Nuclear Reactor	Any plant (including any machinery, equipment or appliance, whether fixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.
Phishing	Any access or attempted access to data or information made by means of misrepresentation or deception.
Property	For the purposes of this Section only, all property whatsoever, but excluding: <ul style="list-style-type: none"> (1) any land or building which is occupied as a private residence or any part thereof which is so occupied unless <ul style="list-style-type: none"> (a) insured under the same contract of direct insurance as the remainder of the building which is not a private residence or (b) not insured in the name of an Individual. (2) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.
Territory	England and Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 not the Channel Islands, the Isle of Man or Northern Ireland).
Treasury	The Lords Commissioners of HM Treasury from time to time or any successor relevant authority.
Virus or Similar Mechanism	Program, code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data, files or operations whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.
Cover	We will indemnify You in respect of a Covered Loss during the Period of Insurance subject to the provisions set out below. The maximum We will pay in any one Period of Insurance will not exceed the limit of liability or Sum Insured for each of the Heads of Cover specified in the Section of this policy. In any action, suit or proceedings where We allege that any loss is not covered by this Section, You must prove that the loss is covered. This Section is subject to all the Definitions, Conditions and Clauses of the Sections where the Heads of Cover are insured. If there is conflict between this Section and the rest of the policy, this Section will prevail.

Conditions

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

You must

- (1) declare to Us all property and/or premises owned by You, or for which You are responsible, and, if applicable, all Business Interruption and Book Debt exposures, including all property and/or premises, Business Interruption and Book Debts of subsidiary companies
- (2) purchase Terrorism cover from a Pool Reinsurance Company Limited member company in respect of all
 - (a) such property and/or premises and
 - (b) such Business Interruption and Book Debts

unless We agree otherwise in writing.

Exclusions

(Also refer to the Policy Exclusions at the back of this policy booklet.)

We will not provide cover for any losses whatsoever

- (1) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.
- (2) unless and until the Treasury issues a certificate certifying the event or events in question to have been an Act of Terrorism, or, in the event of the Treasury refusing to issue such a certificate, a tribunal formed following reference by Pool Reinsurance Company Limited or the Treasury determines the event or events in question to have been an Act of Terrorism.
- (3) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
 - (a) damage to or the destruction of any Computer System; or
 - (b) any alteration, modification, distortion, erasure or corruption of Data;in each case whether Your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack.

Proviso to Exception (3)

- (1) Covered Loss otherwise falling within Exception (3) will not be treated as excluded by Exception (3) solely to the extent that such Covered Loss:
 - (a) results directly (or, solely as regards (b) (iii) below, indirectly) from
 - (i) fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system),
 - (ii) impact of 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) destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and
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- (b) comprises:
- (i) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured under any of the Heads of Cover; or
 - (ii) the amount of business interruption loss suffered directly by You by way of loss of or reduction in profits, revenue or turnover or increased cost of working and not by way of liability to any third party as a direct result of either damage to or destruction of Property insured under any of the Heads of Cover or as a direct result of denial, prevention or hindrance of access to or use of the Property insured under any of the Heads of Cover by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured under any of the Heads of Cover to which access is affected; or
 - (iii) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by You to avoid or diminish such loss; and
- (c) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
- (2) For the purposes of this Proviso Property shall (additionally to those exclusions in the definition of Property below) exclude
- (a) any money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever, including anything referred to in the definition of "Money" as set out in this policy; and
 - (b) any Data.
- (3) Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph (1) (b) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph (1) (a) above results directly or indirectly from any alteration, modification, distortion erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs (1) (a) and (1) (b) above from being recoverable under this Section.
- In no other circumstances, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Section.
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Legal Liabilities - Employers' Liability

Definitions

(Also refer to the Policy Definitions at the front of this policy booklet.)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

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
 - (a) any Coroner's Inquest or Fatal Accident Enquiry
 - (b) 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 claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.

The Defined Territories

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.

The Insured

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

Each indemnified 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 indemnified.

The Limit of Indemnity

The maximum amount, stated in The Schedule, including Costs and Expenses, which We will pay in respect of any one claim or series of claims 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 indemnity in respect of Bodily Injury to

- (1) any Employee engaged by You outside The Defined Territories for the purpose of work
- (2) by any such Employee outside The Defined Territories.

Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation and
- (2) Costs and Expenses

in respect of Bodily Injury sustained by any Employee arising out of and in the course of employment by You in The Business and caused during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity.

1. Additional Activities

The Business includes

- (a) ownership, use and upkeep of Your premises
- (b) upkeep of vehicles and plant owned and used by You
- (c) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (d) Your first aid, fire, security and ambulance services
- (e) Your participation in exhibitions
- (f) private work by any Employee, with Your prior consent, for You or any director, partner or Employee of Yours.

2. Contractual Liability

We will indemnify The Insured in respect of liability 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 indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

3. Cross Liabilities

We will indemnify 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 indemnified.

4. Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (b) 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 indemnity

- (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
 - (a) result from any deliberate act or omission by You
 - (b) relate to the health and safety of any person other than an Employee
- (3) where indemnity is provided by another insurance policy.

5. Our Right of Recovery

The indemnity 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.

6. Payment for Court Attendance

We will compensate You if, at Our request, You, 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 indemnity.

The maximum We will pay

- (a) for You, each director or partner is £500 per day
 - (b) for each Employee is £250 per day.
-

7. Unsatisfied Court Judgements

We will, at Your request, pay any Employee or his or her personal representative, the amount of

- (a) damages
- and
- (b) costs

awarded to such person as a result of a judgement 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 judgement.

Payment will only be made where

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

8. Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (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 indemnity

- (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
 - (a) result from any deliberate act or omission by You
 - (b) relate to any person other than an Employee.
- (3) in respect of any
 - (a) fines
 - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

Exclusion

(Also refer to the Policy Exclusions at the back of this policy booklet.)

We will not provide indemnity in respect of

- (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) (a) liquidated damages
- (b) penalty clauses
- (c) fines
- (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.

Endorsements and Conditions Precedent

(Also refer to the Policy Conditions at the back of this policy booklet.)

The following Endorsements and Conditions apply to this Section.

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for the claim.

Legal Liabilities - Public and Products Liability

Definitions	(Also refer to the Policy Definitions at the front of this policy booklet.) The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.
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 (a) any Coroner's Inquest or Fatal Accident Enquiry or (b) 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 claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.
Personal Injury	(1) Bodily Injury (2) wrongful (a) arrest, detention or imprisonment (b) eviction (c) accusation of shoplifting.
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 to Property or Bodily Injury directly or indirectly caused by such pollution or contamination.
Products Supplied	Anything which is (1) manufactured, sold, supplied, processed, altered or treated (2) repaired, serviced or tested (3) 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.
The Defined Territories	Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.
The Insured	(1) You. (2) Your personal representatives in respect of legal liability You incur. (3) at Your request (a) any director, partner, or Employee of Yours (b) the officers, committees and members of Your (i) canteen, social, sports, educational and welfare organisations (ii) first aid, fire, security and ambulance services in their respective capacities as such (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions

(d) those who hire plant to You to the extent required by the hiring conditions or the personal representatives of any of these persons in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified 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 indemnified.

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 Pollution or Contamination, The Limit of Indemnity will apply to the total of all events occurring in any one Period of Insurance.

The Territorial Limits

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

The Works

All works completed or to be completed by You or on Your behalf including

- (1) all materials incorporated or to be incorporated
 - (2) plant, tools, equipment and temporary buildings used or to be used for the period during which Your are responsible under contract conditions.
-

Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation and

- (2) Costs and Expenses

in respect of accidental

- (a) Personal Injury
- (b) Damage to Property
- (c) 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, in respect of any claim brought in

- (1) the United States of America or any territory within its jurisdiction or
- (2) Canada

the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

Clauses

1. Additional Activities

The Business includes

- (a) ownership, use and upkeep of Your Premises
- (b) upkeep of vehicles and plant which are owned and used by You
- (c) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (d) Your first aid, fire, security and ambulance services
- (e) Your participation in exhibitions
- (f) private work by any Employee, with Your prior consent, for You or any director, partner or Employee.

2. Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

We will indemnify The Insured in respect of

- (a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (b) 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 indemnity

- (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
- (3) where indemnity is provided by another insurance policy.

3. Contractual Liability

We will indemnify The Insured against liability in respect of 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 indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

4. Cross Liabilities

We will indemnify 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 indemnified.

5. Defective Premises

We will indemnify The Insured in respect of legal liability in respect of accidental Bodily Injury or Damage to Property arising under

- (a) the Defective Premises Act 1972
- (b) 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 indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.

6. Employees' and Visitors' Personal Belongings

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

We will not provide indemnity where this 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.

7. Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (b) 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 indemnity

- (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
 - (a) result from any deliberate act or omission by You
 - (b) relate to the health and safety of any Employee
 - (3) where indemnity is provided by another insurance policy.
-

8. Hired or Rented Premises

We will indemnify The Insured in respect of legal liability for accidental Damage to Premises (including fixtures and fittings) within The Defined Territories which You hire, rent or loan in connection with The Business.

We will not provide indemnity in respect of

- (1) the first £250 of Compensation Costs and Expenses in respect of each occurrence of such Damage caused other than by fire or explosion
- (2) liability imposed on You solely by reason of the terms of the hiring or renting agreement
- (3) Damage caused by fire or any other peril against which the hiring or renting agreement specifies that insurance is taken out by You or on Your behalf.

9. Motor Contingent Liability

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and/or Damage to Property which arises from any vehicle or trailer attached thereto which is

- (a) not owned by, loaned, leased, hired or rented to You nor provided by You
and

- (b) which is being used in connection with The Business in The Defined Territories.

We will not provide indemnity

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

10. Overseas Personal Liability

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also indemnify any accompanying spouse and children.

Where You are an individual, this indemnity 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 indemnity

- (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 indemnity is provided by another insurance policy.

11. Payment for Court Attendance

We will compensate You if, at Our request, You, 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 indemnity.

The maximum We will pay

- (a) for You, each director or partner is £500 per day
 - (b) for each Employee is £250 per day.
-

12. Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (b) 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 indemnity

- (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
 - (a) result from any deliberate act or omission by You
 - (b) relate to any Employee
- (3) in respect of any
 - (a) fines
 - (b) remedial or publicity orders or any steps required to be taken by such orders
- (4) where indemnity is provided by another insurance policy.

Exclusions

(Also refer to the Policy Exclusions at the back of this policy booklet.)

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee or to any working partner or proprietor of The Insured arising out of and in the course of employment by You in The Business
 - (2) the ownership, possession or use by or on behalf of The Insured of any
 - (a) aircraft, aerial device or hovercraft
 - (b) watercraft exceeding 8 metres in length
 - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
 - (i) where described in the Motor Contingent Liability Clause
 - (ii) the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy
 - (3) Damage to Property
 - (a) which You own or is loaned, leased, hired or rented to The Insured
 - (b) which is held in trust or in the custody or control of
 - (i) The Insured
 - (ii) any other party who is carrying out work on Your behalfother than in the circumstances described in the Hired or Rented Premises Clause or the Employees' and Visitors' Personal Belongings Clause
 - (c) which requires to be insured under the terms of clause 21.2.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.
 - (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating
 - (a) Products Supplied (other than Products Supplied under a separate contract)
 - (b) The Works
 - (5) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract
 - (6) 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
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- (7) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which occurs 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 occurred at the time such incident takes place
- (8) (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
- (9) recalling or making refunds in respect of
(a) Products Supplied
(b) The Works
- (10)(a) liquidated damages
(b) penalty clauses
(c) fines
(d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
- (11) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied
- (12)(a) exposure to
(b) inhalation of
(c) fears of the consequences of exposure to or the inhalation of
(d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under statutory duty to manage) any property arising out of the presence of
Asbestos including any product containing Asbestos.
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Endorsements and Conditions

(Also refer to the Policy Conditions at the back of this policy booklet.)

This Section is subject to any Endorsements and Conditions which are stated in The Schedule as applying to this Section.

If in relation to any claim You fail to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

Policy Conditions

Each Section of the policy contains conditions. They must be read in conjunction with the following Policy Conditions.

1. Alteration of Risk

If

(a) 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

(b) 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.

2. 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.

3. Cancellation

(a) You may cancel this policy at any time after the date We have received the premium, by providing 30 days notice in writing to Us.

(b) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.

(c) 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.

(d) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.

4. Claims Procedure

If in relation to any claim You fail to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim

You must

(a) tell Us immediately of any event or occurrence which may result in a claim and no later than

(i) 30 days of Your becoming aware of the event or occurrence

or

(ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons

(b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves

(c) provide Us with all information and help We require in respect of the claim and where requested by Us, and at Your expense, a written claim containing as much information as possible of the loss, destruction, damage, accident or injury including the amount of the claim

(d) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy

(e) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement

(f) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

5. Contribution

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

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

Applicable to all other Sections insured by this policy

(b) 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

(c) 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

(d) 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.

6. Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity
- or
- (b) the Sum Insured
- or
- (c) a smaller amount for which a claim can be settled after deduction of any sum already paid.

We will not make any further payments except for costs and expenses incurred prior to the payment of the claim.

7. Fraud

If Your claim is in any way dishonest or exaggerated We will not pay any benefit under this policy or return any premium to You and We may cancel Your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against You.

8. Identification

The policy and The Schedule will read as one contract.

9. Non Disclosure, Misrepresentation or Misdescription

(a) 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.

(b) 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 underinsurance in this policy.

10. Our Rights

If loss, destruction or damage occurs which may lead to a claim We may

- (a) enter or take possession of the building or premises
- (b) take possession of, or require to be delivered to Us, Property Insured which We will deal with in a reasonable manner

without incurring liability or reducing Our rights.

We will not pay for loss, destruction or damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements
- (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

**11. Reasonable
Precautions**

If in relation to any claim You fail to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair
 - (b) take all reasonable precautions to prevent
 - (i) loss, destruction or damage to Property Insured
 - (ii) accident or injury to any person or loss, destruction or damage to their property
 - (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner
 - (d) keep books with a complete record of purchases and sales.
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12. Reinstatement

When We decide, or are required to reinstate or replace any property You will, at Your expense provide

- (a) plans
- (b) documents
- (c) books
- (d) 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.

13. Subrogation

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

- (a) enforce a right or remedy
 - or
- (b) 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.

14. Suspension of Cover**Applicable to the Employers' Liability Section and Public and Products Liability Section**

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.

15. Subjectivity

At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You

- (a) (i) providing Us with any additional information
 - (ii) completing any actions agreed between You and Us
 - (iii) allowing Us to complete any actions agreed between You and Us.
- (b) If required by Us, allowing Us access to The Premises and/or Business to carry our survey(s) and Your compliance with any risk improvements identified.

If this is the case, then The Schedule will clearly state the information required and/or the actions to be completed and the dates We require such information or the actions to be completed by.

Upon completion of these requirements (or if they are not completed by the required dates) We may, at Our option:

- (i) modify the premium
- (ii) amend the terms and conditions of this policy,
- (iii) require You to make alterations to The Premises and/or comply with any risk improvements identified,
- (iv) exercise Our right to cancel Your policy under Policy Condition (3) Cancellation,
- (v) leave the policy terms, conditions, and premium unaltered.

If We proceed with any of (i) (ii) and (iii) above, You have the right to cancel this policy from a date agreed by You and Us.

Policy Exclusions

Each Section of the policy contains exclusions. They must be read in conjunction with the following Policy Exclusions.

We will not provide indemnity in respect of

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory 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 or destruction by or by the 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 (a) and/or (b) above.

However,

- (1) exclusions 1 (a) (b) and (c) do not apply to the Employers' Liability Section or to the Terrorism Section, when insured by this policy
 - (2) exclusion 1 (b) does not apply to the Public and Products Liability Section when insured by this policy
 - (3) exception 1 (a) (ii) shall only apply to the Property Damage and Contract Works Sections, 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 any nuclear fuel or from any nuclear waste or 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) 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
 - (b) assume the liability of another party.
 - (3) exception (2) (a), (2) (b) and (2) (c) do not apply to the Terrorism Section when insured by this policy.
- (3) (a) Money
 - (b) securities or bonds
 - (c) jewellery or precious stones
 - (d) precious metals or bullion
 - (e) furs or curios
 - (f) rare books or works of art
 - (g) goods held in trust or on commission
 - (h) documents or manuscripts
 - (i) business books or computer systems records
 - (j) explosives and hazardous substances
- unless specifically mentioned.

However, exclusions 3 (a) to (j) do not apply to the Terrorism, Employers Liability or Public and Products Liability 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, telecommunication equipment or systems, or any similar device

(b) media or systems used in connection with anything referred to in (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, We shall 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 any of the following Property Damage or Contract Works Sections, but only to the extent that such claim would otherwise be insured under that Section.

Exclusions 4 (a) and (b) do not apply to the Employers' Liability Section when insured by this policy.

Definition

The following definition only applies to this exclusion.

'Defined Contingency'

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

Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy except for headings and titles.

Each Section of the policy contains definitions. They must be read in conjunction with the following Policy Definitions.

Buildings	Buildings including landlords' fixtures and fittings, outbuildings, extensions and annexes adjoining or communicating with the building to which this item relates and walls gates and fences at The Contract Site except where such property is more specifically insured.
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, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.
Contract Site	The site address stated in the Schedule.
Cyber Vandal	The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.
Damage	Physical loss, destruction or damage.
Data	All information which is (1) electronically stored, or (2) electronically represented, or (3) 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.
Defined Contingencies	<ol style="list-style-type: none">(1) fire(2) lightning(3) explosion(4) aircraft and other aerial and/or spatial devices or articles dropped from them(5) earthquake(6) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances(7) storm or flood(8) escape of water from any tank apparatus or pipe(9) falling trees(10) impact by any vehicle or animal or by goods falling from either(11) escape of fuel from any fixed oil heating installation(12) malicious persons other than thieves(13) malicious persons other than thieves but only where involving entry into or exit from The Premises by forcible and violent means(14) theft or attempted theft(15) theft or attempted theft but only where involving entry into or exit from The Premises by forcible and violent means(16) theft involving violence or threat of violence to You, Your partners, directors or Employees.
Denial of Service Attack	Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

Employee	<p>Any person who is</p> <ol style="list-style-type: none"> (1) under a contract of service or apprenticeship with You (2) borrowed by or hired to You (3) a labour master or supplied by a labour master (4) employed by labour only sub-contractors (5) self-employed (6) under a work experience or training scheme (7) a voluntary helper while working under Your control in connection with The Business (8) an outworker or homeworker when engaged in work on Your behalf.
Endorsement/ Endorsements	An alteration to the terms of the policy.
Excess/Excesses	The amount(s) to be deducted after the application of any Average condition, specified in Your policy or in 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	<p>Any partial or complete reduction in the</p> <ol style="list-style-type: none"> (1) performance, or (2) availability, or (3) functionality, or (4) the ability to recognise or process any date or time, <p>of any</p> <ol style="list-style-type: none"> (a) Computer and Electronic Equipment (b) electronic means of communication (c) website.
Loss of Data	Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.
Malicious Contingency	<ol style="list-style-type: none"> (1) Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances. (2) Malicious persons other than thieves and Cyber Vandals.
Money	<p>Current</p> <ol style="list-style-type: none"> (1) coin, bank and currency notes (2) postal and money orders, bankers' drafts, cheques and giro cheques (3) crossed warrants, bills of exchange and securities for money (4) postage, revenue, national insurance and holiday with pay stamps (5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions (6) credit company sales vouchers, luncheon vouchers and trading stamps (7) VAT invoices.
Period of Insurance	From the effective date until the expiry date shown in The Schedule or, as the case may be, any subsequent period for which We accept payment for renewal of this policy.
Property Insured	Property Insured as detailed in The Schedule.
The Business	Activities directly connected with The Business described in the statement of fact and specified in The Schedule.
The Premises	The Premises as stated in the statement of fact and specified in The Schedule.
The Schedule	The document which specifies details of the Policyholder, The Premises, Property Insured and any Excesses, Endorsements and Conditions applying to the policy.
Virus or Similar Mechanism	Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to, trojan horses, worms and logic bombs.
We/Us/Our	Aviva Insurance Limited.
You/Your/Policyholder	The persons, companies, partnerships or unincorporated associations named in The Schedule as the Policyholder.



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