

Self-Build Policy

Arranged by

ProAktive

Underwritten by



Introduction

Thank You for choosing Us as Your insurer.

This is Your Self-Build policy, setting out Your insurance protection in detail.

Please read it carefully to make sure that it meets Your requirements and that the details on The Schedule are correct.

Your premium has been based upon the information shown in The Schedule and recorded in Your statement of fact.

If after reading Your policy You have any questions, please contact Your insurance adviser.

Your Cancellation Rights

You have a statutory right to cancel Your policy within 14 days from the day of purchase or renewal of the contract or the day on which You receive Your policy or renewal documentation, whichever is the later.

If You wish to cancel and the insurance cover has not yet commenced, You will be entitled to a full refund of the premium paid.

Alternatively, if You wish to cancel and the insurance cover has already commenced, You will be entitled to a refund of the premium paid, less a proportionate deduction for the time We have provided cover.

To cancel, please contact Your insurance adviser.

If You do not exercise Your right to cancel Your policy, it will continue in force and You will be required to pay the premium.

For Your cancellation rights outside the statutory cooling-off period, please refer to the Policy Conditions section of Your policy booklet.

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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Useful Telephone Numbers

Claims Helpline (24 hours)

0800 015 1498

The Claims helpline can be used by anyone wishing to report a claim on any of Aviva's new commercial products. As soon as you know about the problem you face - we will start to put the solutions in place.

Please have your policy number ready.

Legal and Tax Helpline (24 hours)

0345 030 8717

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.

Please have your policy number ready.

Risk Services Helpline (office hours)

0345 030 8744

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.

Please have your policy number ready.

Counselling Service

0117 934 0105

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

Please have your policy number ready.

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.

Complaints Procedure

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 or usual Aviva point of contact.

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.

Useful Information

Choice of Law

The appropriate law as set out below will apply unless You and Us agree otherwise:

- (1) The law applying in that part of the United Kingdom, the Channel Islands or the Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
- (2) In the case of a business, the law applying in that part of the United Kingdom, the Channel Islands or the Isle of Man where it has its principal place of business; or
- (3) 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.

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, or write to:

Financial Services Compensation Scheme
10th Floor, Beaufort House
15 St Botolph Street
London
EC3A 7QU.

The Contract of Insurance

Your policy is a contract of insurance between Us and You, the Policyholder. This policy, the application/statement of fact, any clauses endorsed on the policy and The Schedule form the contract of insurance between You and Us.

In return for You having paid or agreed to pay the premium, We will indemnify You by payment or, at Our option, by reinstatement or repair in respect of loss, destruction, damage, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

Information and changes we need to know about

You must take reasonable care to provide complete and accurate answers to the questions We ask when You take out, make changes to, and renew Your policy.

Please tell Your insurance adviser immediately if there are any changes to the information set out in the Statement of Fact or on Your schedule. You must also tell Your insurance adviser immediately about the following changes:

- any change to the people insured, or to be insured,
- any change or addition to the value of the works or the property to be insured that results in the need to increase the amounts insured or the limits that are shown on Your policy schedule,
- if any work involving piling, underpinning, deep excavation of more than 2 metres, shoring, propping or de-watering, is to be undertaken
- any change to the occupancy or intended occupancy of the site or property to be insured,
- if Your property is to be lent, let, sub-let, or used for business purposes (other than occasional clerical work),
- if any member of Your household or any person to be insured on this policy is charged with, or convicted of a criminal offence (other than motoring offences),
- if construction work at the contract site is suspended or stopped(notification required within 60 days).

If You are in any doubt, please contact Your insurance adviser.

When We are notified of a change, we will tell Your insurance adviser if this affects Your policy, for example whether we are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to Your policy.

If the information provided by You is not complete and accurate:

- We may cancel Your policy and refuse to pay any claim, or
- We may not pay any claim in full, or
- We may revise the premium and/or change any excess, or
- the extent of the cover may be affected.

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.

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.
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.
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.
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	Any person who is (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 or amounts shown in Your policy or The Schedule which You must bare for each and every event and You will reimburse any such amount paid by Us.
Failure	Any partial or complete reduction in the (1) performance, or (2) availability, or (3) functionality, or (4) the ability to recognise or process any date or time, of any (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	(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	Current (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.
Specified Contingency	(1) Fire (2) Lightning (3) Explosion (4) Aircraft and other aerial devices or articles dropped from them (5) Earthquake (6) Storm or flood (7) Escape of water from any tank apparatus or pipe (8) Falling trees (9) Impact (10) Escape of fuel from any fixed oil heating installation.
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.

Asset Protection - Property Damage - Specified Contingencies

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.

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.

Contract Site

The site address stated in The Schedule.

Damage

Accidental loss, destruction or damage.

Contingencies

- (1) Fire.
We will not indemnify You in respect of the Damage to that portion of any item caused by its' self ignition.
- (2) Lightning.
- (3) Earthquake.
- (4) Explosion.
We will not indemnify You in respect of Damage caused by the bursting of
 - (a) a boiler
 - (b) other equipmentwhere the internal pressure is due to steam only and belongs to You or is under Your control. However, We will indemnify You if
 - (a) the boiler is used only for domestic purposes
 - (b) fire as a result of explosion causes Damage.
- (5)
 - (a) Aircraft
 - (b) other aerial devicesor articles dropped from them.
- (6) 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.
- (7) 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.
- (8) 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.
- (9) 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.
- (10) Impact by any road vehicle or animal.
- (11) 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 landslide.

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.

Cover

We will indemnify You in respect of Damage to Property Insured at The Contract Site occurring during the Period of Insurance.

Exclusions

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

We will not indemnify You in respect of

(1) Damage caused by or consisting of

(a) an existing or hidden defect in the property

(b) gradual deterioration or wear and tear

(c) frost or change in the water table level

(d) faulty design of the Property Insured or faulty materials used in its construction

(e) faulty workmanship, operating error or omission by You or any Employee

(f) the bursting of

(i) a boiler

(ii) other equipment

where the internal pressure is due to steam only and belongs to You or is under Your control.

However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.

(2) Damage caused by or consisting of

(a) (i) corrosion, rust or rot

(ii) shrinkage, evaporation or loss of weight

(iii) dampness or dryness

(iv) scratching

(v) vermin or insects

(b) change in

(i) temperature

(ii) colour

(iii) flavour

(iv) texture or finish

(c) (i) nipple or joint leakage or failure of welds

(ii) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping

-
- (d) mechanical or electrical breakdown of the Property Insured.
However, We will indemnify You in respect of
- (i) Damage not otherwise excluded which itself results from a Defined Contingency or any other accidental cause
 - (ii) any subsequent Damage which itself results from a cause not otherwise excluded.
- (3) Damage caused by pollution or contamination.
However, We will indemnify You in respect of Damage, not otherwise excluded, to the Property Insured caused by
- (a) pollution or contamination which results from a Defined Contingency
 - (b) a Defined Contingency which results from pollution or contamination.
- (4) Damage caused by or consisting of
- (a) acts of fraud or dishonesty
 - (b) (i) disappearance
 - (ii) unexplained or inventory shortage
 - (iii) misfiling, misplacing of information or clerical error.
- (5) Damage by fire to the Property Insured resulting from its undergoing any process involving the application of heat.
- (6) Damage to the Property Insured resulting from its undergoing any process of
- (a) production or packaging
 - (b) treatment, testing or commissioning
 - (c) servicing or repair.
- However, We will indemnify You in respect of this Damage if it is caused by fire or explosion.
- (7) Damage to
- (a) china, earthenware, marble or other fragile objects (not including stock in trade)
 - (b) a structure caused by its own collapse or cracking.
- However, We will indemnify You in respect of this Damage if it results from a Defined Contingency and is not otherwise excluded.
- (8) Damage to
- (a) property in the course of construction including materials for use in the construction
 - (b) livestock
 - (c) growing crops or trees
 - (d) vehicles licensed for road use including accessories on or attached to them
 - (e) caravans or trailers
 - (f) railway locomotives or rolling stock
 - (g) watercraft or aircraft
 - (h) land, roads or pavements, piers, jetties, bridges, culverts or excavations.
- (9) Damage caused by theft or attempted theft
- (a) not involving entry into or exit from buildings by forcible or violent means
 - (b) by any person lawfully in The Premises
 - (c) where You or Your partners, directors or Employees or any member of Your household is involved
 - (d) from any building or part of any building not capable of being locked
 - (e) from the open or from any yard, compound, garden or car park.
- (10) Damage to moveable property in the open by
- (a) wind
 - (b) rain, hail, sleet or snow
 - (c) flood
 - (d) dust.
- (11) Damage to property more specifically insured.
- (12) the Property Damage Excess.
- (13) consequential loss or damage of any kind.
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1. 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.

2. Basis of Claim Settlement

(a) If Property Insured other than contractors' tools, stock, Employees' pedal cycles or personal belongings is destroyed We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better than or more extensive than, its condition when new.

If such property is only partially destroyed, We will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new. However, We will not pay more than We would have done if the property had been completely destroyed.

(b) The property may be replaced on another site and in a manner suitable to Your needs, but this must not increase Our liability.

(c) All work must begin and be carried out as quickly as possible.

(d) We will not pay under this clause

(i) until You have incurred the cost of replacing or repairing the property

(ii) if You, or someone acting on Your behalf have insured the property under another policy which does not have a similar basis of reinstatement

(iii) if You do not comply with any of the terms of this clause.

3. 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.

4. 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.

5. Limit of Liability

The maximum We will pay under this Section will not exceed the Sums Insured stated in The Schedule.

6. 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.

Endorsements and Conditions

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

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

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.

Asset Protection - Contract Works

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.
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.
Contract Site	The site address stated in The Schedule.
Damage	Physical loss, destruction or damage.
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.

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.

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.

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.
 - (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>Act 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>
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.</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.</p> <p>You will repay any such amount paid by Us.</p>
Hacking	<p>Unauthorised access to any computer or other equipment, component, system or item which processes, stores or retrieves data whether the property of You 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>
Nuclear Installations	<p>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</p> <ol 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	<p>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.</p>
Phishing	<p>Any access or attempted access to data or information made by means of misrepresentation or deception.</p>
Private Individual	<p>Any person other than</p> <ol style="list-style-type: none">(1) A company, association or partnership(2) A trustee or body of trustees where insurance is arranged under the terms of a trust(3) A person who owns Residential Property for the purpose of their business as a sole trader(4) A person who owns Residential Property of which in excess of 20% of the property is commercially occupied. <p>Note:</p> <ol style="list-style-type: none">(a) where the Residential Property is occupied by a trustee or a sole trader as a private residence and where the property is not a block of flats, each will be deemed to be a Private Individual in respect of that same property; and(b) where two or more persons have arranged insurance on Residential Property in their several names and/or the name of the Policyholder includes the name of a bank or a building society or other financial institution for the purpose of noting their interest in the property insured, they will be deemed to be a Private Individual in respect of that property.
Residential Property	<ol style="list-style-type: none">(1) Private dwelling houses and flats.(2) Household goods and personal effects.
Treasury	<p>The Lords Commissioners of HM Treasury from time to time or any successor relevant authority.</p>
Virus or Similar Mechanism	<p>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.</p> <p>This includes but is not limited to trojan horses, worms and logic bombs.</p>

Cover

We will indemnify You in respect of all losses arising under any Head of Cover resulting from loss or destruction of or damage to property insured under this policy directly caused by an Act of Terrorism occurring during the Period of Insurance at The Premises but only in England, Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands.

The maximum We will pay under this Section 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 where the Head of Cover is otherwise insured.

Exclusions

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

The following Exclusions apply to this Section.

- (1) We will not indemnify You in respect of any losses arising under any Head of Cover directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from
 - (a) the alteration, modification, distortion, corruption of or damage to any computer, or other equipment, component, system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information, programs or software) or
 - (b) any alteration, modification, distortion, erasure or corruption of data processed by any such computer, or other equipment, component, system or item
whether Your property or not, where such damage is caused by Virus or Similar Mechanism, Hacking, Phishing or Denial of Service Attack.
 - (c) 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) We will not indemnify You in respect of losses arising under any Head of Cover as a result of loss or destruction of or damage to Residential Property insured in the name of a Private Individual.
- (3) We will not indemnify You in respect of losses arising under any of the Heads of Cover as a result of loss or destruction of or damage to any property at a Nuclear Installation or Nuclear Reactor.

Conditions

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

The following Conditions apply to this Section.

- (1) The insurance provided by this Section is subject to all the Definitions, Conditions, Clauses, Endorsements and Conditions Precedent of the Sections of this Policy where the Head of Cover is otherwise insured together with the Policy Definitions, Conditions Precedent and Policy Conditions except
 - (a) any which provide for adjustments of premium
 - (b) any aggregate limit on the amount borne by You as a result of the operation of an Excess
 - (c) any provision for the automatic reinstatement of sums insured
 - (d) any Long Term Undertaking.and providing that if there is conflict between this Section and the rest of the Policy, this Section shall prevail.
- (2) We will not indemnify You under this Section unless and until
 - (a) The Treasury issues a certificate certifying that any loss was caused by an Act of Terrorism, as defined in this Section
or in the event of the Treasury refusing to issue such a certificate
 - (b) a tribunal formed by agreement between Us and Pool Reinsurance Company Limited decides that the cause of such loss was an Act of Terrorism, as defined in this Section.
- (3) We may cancel the cover provided by this Terrorism Section
 - (a) By sending You 30 days' written notice to Your last known address. We will refund a proportionate part of any premium paid for the unexpired period.
or
 - (b) Immediately if the premium has not been paid or if there has been a default under an instalment or linked credit agreement. We will not refund any instalment paid.
- (4) In any action or suit or proceedings where we allege that any loss is not covered by this Section the burden of proving that such loss is covered shall be upon You.

Conditions Precedent

It is a Condition Precedent to Our liability that

- (1) You must declare to Us all property and/or premises owned by You or for which You are responsible including all such property and/or premises of subsidiary companies
 - (2) You must purchase Terrorism insurance from a Pool Reinsurance Company Limited member company in respect of all such property and/or premises.
-

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 £250 per day
 - (b) for each Employee is £150 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.
Damage	Physical (1) loss (2) destruction (3) damage.
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

	<p>(d) those who hire plant to You to the extent required by the hiring conditions or the personal representatives of any of these persons</p> <p>in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.</p> <p>Each indemnified party will be subject to the terms of this Section so far as they apply.</p> <p>The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.</p>
The Limit of Indemnity	<p>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.</p> <p>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.</p>
The Territorial Limits	<p>Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.</p>
The Works	<p>All works completed or to be completed by You or on Your behalf including</p> <p>(1) all materials incorporated or to be incorporated</p> <p>(2) plant, tools, equipment and temporary buildings used or to be used for the period during which Your are responsible under contract conditions.</p>
Cover	<p>We will indemnify The Insured against</p> <p>(1) legal liability to pay Compensation and</p> <p>(2) Costs and Expenses</p> <p>in respect of accidental</p> <p>(a) Personal Injury</p> <p>(b) Damage to Property</p> <p>(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.</p> <p>The maximum We will pay is the Limit of Indemnity and any Costs and Expenses. However, in respect of any claim brought in</p> <p>(1) the United States of America or any territory within its jurisdiction or</p> <p>(2) Canada</p> <p>the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.</p>
Clauses	<p>1. Additional Activities</p> <p>The Business includes</p> <p>(a) ownership, use and upkeep of Your Premises</p> <p>(b) upkeep of vehicles and plant which are owned and used by You</p> <p>(c) canteen, social, sports, educational and welfare organisations for the benefit of any Employee</p> <p>(d) Your first aid, fire, security and ambulance services</p> <p>(e) Your participation in exhibitions</p> <p>(f) private work by any Employee, with Your prior consent, for You or any director, partner or Employee.</p> <p>2. Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990</p> <p>We will indemnify The Insured in respect of</p> <p>(a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals</p> <p>(b) costs of prosecution awarded against The Insured</p> <p>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.</p>

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 £250 per day
 - (b) for each Employee is £150 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 behalf

other 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

-
- (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 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) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (b) nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
 - (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 or to the Personal Accident Section, when insured by this policy.
- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability
 - (a) directly or indirectly caused by or contributed to by or arising from
 - (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) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
 - (i) dispersing radioactive material and/or ionising radiation
or
 - (ii) using atomic or nuclear fission and/or fusion or other like reaction.

However,

- (1) exclusion 2 (b) does not apply to the following Sections
 - (a) Employers' Liability
 - (b) Public and Products Liability
 - (c) Personal Accident
 - (d) Business Travelwhen insured by this policy.
- (2) in relation to the Employers' Liability Section, exclusion 2 (a) above only applies when You under a contract or agreement, have undertaken to
 - (a) indemnify another party
 - (b) assume the liability of another party.
- (3) in relation to the Business Travel Section, when insured by this policy, exclusion 2 (a) will only apply to loss, destruction or damage to any material property arising under
 - (i) Contingency C - Baggage and/or Personal Belongings
 - (ii) Contingency D - Money
 - (iii) Contingency H - Personal Liability
- (4) exclusions 2 (a) and (b) do not apply to the Terrorism Section when insured by this policy.

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- (3) 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) Terrorism
 - (b) civil commotion in Northern Ireland; but this shall only apply to the Property Damage and Business Interruption Sections when insured by this policy
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above

except as stated in the **Special Provisions - Terrorism** below.

Terrorism is defined as any act or acts including, but not limited to

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

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with 3(a) and 3(c) regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability), You will have to prove that any such consequence is covered (or is covered beyond that limit of liability).

Special Provisions - Terrorism

Subject otherwise to the terms, conditions and exclusions of the policy

- (a) When any of the following Sections are insured by this policy

Employers' Liability

Public and Products Liability

exclusions 3(a) and 3(c) do not apply to

- (i) Employers' Liability but the Limit of Indemnity for the purposes of Special Provision (a) - Terrorism is limited to £5,000,000 including costs and expenses
- (ii) Public and Products Liability but the Limit of Indemnity for the purposes of Special Provision (a) - Terrorism is limited to £2,000,000 or any other amount specified in The Schedule for Public and Products Liability whichever is the lower.

- (b) When any of the following Sections are insured by this policy

Personal Accident

Business Travel

Sickness

exclusions 3(a) and 3(c) do not apply to this Section provided that for the purposes of Special Provision (b) -Terrorism the total amount payable in respect of all losses arising out of any one occurrence shall not exceed the lesser of

- (i) any limits amounts payable or maximum accumulation stated in The Schedule
- or
- (ii) £1,000,000.

In the event of a claim exceeding the total amount payable under Special Provision (b) - Terrorism Our liability in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed such total amount payable.

- (c) Exclusions 3 (a) and 3 (c) do not apply to the Terrorism Section, when insured under this policy.

- (4) Loss, destruction or damage directly caused by pressure waves from aircraft or other aerial devices. However, exclusion 4 does not apply to the Terrorism Section, when insured by this policy.

- (5) (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

unless specifically mentioned.

However, exclusions 5 (a) to (j) do not apply to the Terrorism section, when insured by this policy.

- (6) 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) abovewhether 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 Sections, but only to the extent that such claim would otherwise be insured under that Section

- (1) Property Damage
- (2) Business Interruption
- (3) Money and Assault.

Exclusions 6 (a) and (b) do not apply to the Employers' Liability Section, Personal Accident Section, Business Travel -Contingency B1 Medical Expenses Section or Terrorism Section, when insured by this policy.

Definition

The following definition only applies to this exclusion.

'Defined Contingency'

fire, lightning, explosion, aircraft and other aerial 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.

- (7) any claim (other than in respect of Personal Injury as defined under the Public and Products Liability Section) arising directly or indirectly from, or in connection with, or consisting of
 - (a) Loss of Data.

However, We will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of Loss of Data, which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such claim is insured under that Section.

- (i) Property Damage
- (ii) Money and Assault
- (iii) Business Interruption.

Exclusion 7 (a) does not apply to the Public and Products Liability Section.

(b) any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with: Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

However, We will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials, which is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section.

- (i) Property Damage
- (ii) Money and Assault
- (iii) Business Interruption.

Exclusions 7 (a) and (b) do not apply to the following Sections, when insured by this policy

- (1) Terrorism
 - (2) Employers' Liability
 - (3) Commercial Legal Protection
 - (4) Personal Accident.
-

Policy Conditions

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

1. Alteration of Risk

We may at Our option cancel the policy from the date of alteration where

(a) there has been any alteration to the Property Insured and/or The Premises and/or The Business which increases the risk of loss, liability, destruction, damage, accident or injury
or

(b) Your interest ceases except by will or operation of law
unless We have accepted 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 appointed in accordance with statutory provisions.

3. Cancellation

Your right to cancel

Following the expiry of Your 14 day statutory cooling off period, You continue to have the right to cancel Your policy at any time during its term. If You do so, You will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time We have provided such cover.

To cancel, please contact Your insurance adviser.

Our right to cancel

We (or any agent We appoint and who acts with Our specific authority) may cancel this policy where there is a valid reason for doing so, by sending at least 30 days' written notice to Your last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non payment of premium (including 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. Where there is no Aviva credit agreement to finance this policy, We will cancel the policy from the inception date if the premium has not been paid and no return premium will be allowed.
- Where We reasonably suspect fraud.
- Where You fail to co-operate with Us or provide Us with information or documentation We reasonably require, and this affects Our ability to process a claim or defend Our interests.
- Where You have not taken reasonable care to provide complete and accurate answers to the questions We ask. See the "Contract of Insurance - Information and changes We need to know about" section in this policy.

If We cancel the policy under this section, You will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time We have provided such cover, unless the reason for cancellation is fraud and/or We are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

Important Note: The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a Policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

Where Our investigations provide evidence of fraud or a serious non-disclosure We may cancel the policy immediately and backdate the cancellation to the date of the fraud or when You provided Us with incomplete or inaccurate information, which may result in Your policy being cancelled from the date You originally took it out

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.

A particular word or phrase which is not defined will have its ordinary meaning.

9. Important Notice-Information we need to know about

You must take reasonable care to provide complete and accurate answers to the questions We ask when You take out, make changes to, and renew Your policy.

If the information provided by You is not complete and accurate:

- We may cancel Your policy and refuse to pay any claim, or
- We may not pay any claim in full, or
- We may revise the premium and/or change any excess, or
- the extent of the cover may be affected.

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.
-

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 Sum Insured.

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

The policy, the application form, statement of fact and/or declaration made by You, and The Schedule, should be read together and form the Contract of Insurance between You, the Policyholder, and Us.

- (a) We will clearly state in The Schedule if the Cover provided by the policy is subject to You:
- (i) providing Us with any additional information requested by the required date(s)
 - (ii) completing any actions agreed between You and Us by the required date(s)
 - (iii) allowing Us to complete any actions agreed between You and Us.
- (b) If required by Us, You must allow us access to The Premises and/or The Business to carry out survey(s), within 60 days of the inception or renewal date, unless We agree otherwise in writing.

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

- (i) modify Your premium
- (ii) issue a mid-term amendment to Your policy or Section terms and conditions
- (iii) require You to make alterations to the Premises insured by the required date(s)
- (iv) exercise Our right to cancel Your policy
- (v) leave the policy or Section terms and conditions, and Your premium, unaltered.

We will contact You with Our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction.

In the event that the matter cannot be resolved:

- (i) You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.
- (ii) We may, at Our option, exercise Our right under Policy Condition 3 Cancellation.

Except where stated all other policy and Section terms and conditions will continue to apply.

The above conditions do not affect Our right to void the policy if We discover information material to Our acceptance of the risk. Please refer to the **IMPORTANT** note within The Contract of Insurance page of Your policy booklet.



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