

Contents

This policy is made up of individual Sections. The booklet should be read together with Your current Schedule for precise details of Your insurance protection.

	<i>Page</i>
The Contract of Insurance	2
Complaints Procedure	3
Important Information	4
Policy Definitions	5
Asset Protection	7- 9
Policy Exceptions	10-12
Policy Conditions	13-15

The Contract of Insurance

Your policy is a contract between Us, Aviva and You, the Policyholder. The statement of fact and declaration which You have accepted will be the basis of the contract.

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.

IMPORTANT

This policy is a legal contract. You must tell Us about any facts or changes which affect Your insurance and which have occurred either since the policy started or since the last renewal date. If You are not sure whether certain facts are relevant please ask Your adviser. If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully.

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

Underwritten by Aviva Insurance Limited
Registered in Scotland No. 2116
Registered Office: Pitheavlis, Perth, Scotland PH2 0NH
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

Telephone:

0800 023 4567 (free from landlines) 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 FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

Important Information

Choice of Law

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

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

The Financial Services Compensation Scheme

We are members of the Financial Services Compensation (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations depending on the type of business 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 Botolph Street, London EC3A 7QU

Customers with Disabilities

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

Use of Language

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

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 bear 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) web site.

Policy Definitions

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 exchanges 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

Fire

lightning

explosion

aircraft and other aerial devices or articles dropped from them

earthquake

storm or flood

escape of water from any tank apparatus or pipe

falling trees

impact

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

Aviva Insurance Limited

You/Your/Policyholder

The person, companies, partnerships or unincorporated associations named in The Schedule as The Policyholder.

Asset Protection

Contract Works Section

Definitions

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

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

Contract

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

Contract Site

The site of any Contract undertaken by You within the Territorial Limits.

Damage

Physical loss, destruction or damage.

Existing Structures

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

Maintenance Period

The period indicated in the conditions of the Contract, but not exceeding 12 months, during which You are responsible for rectifying defects.

Practical Completion

Works which are

1 completed

or

2 complete except for the prospective buyer's or tenant's choice of 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.

Works

1 Temporary or permanent works completed or to be completed as part of any Contract

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

Hired in Plant

Plant, scaffolding, 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.

Territorial Limits

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

Cover

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

Clauses

1 Our Liability

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

(a) Works

The limit of indemnity stated in the Schedule at the time of Damage.

(b) Your Plant

The limit of indemnity stated in the Schedule at the time of Damage.

(c) Hired in Plant

The limit of indemnity stated in the Schedule at the time of Damage.

2 Automatic Reinstatement of the Limit of Indemnity

The limit of indemnity 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 limits of indemnity.

3 Additional Interests

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

(a) employer

or

(b) contractor.

4 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 provide indemnity in respect of fees

(a) more specifically insured

(b) incurred in preparing a claim.

Asset Protection *continued*

5 Debris Removal

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

- (a) Removing debris
- (b) Dismantling or demolishing
- (c) Shoring up or propping
- (d) 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 contract price.

We will not provide indemnity in respect of costs and expenses

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

6 Free Issue Materials

The Works will include any free issue materials for incorporation into the Contract which are:

- (a) Issued free to You by or on behalf of Your employer
- and
- (b) for which You are responsible under conditions of the Contract.

7 European Union and Public Authorities Clause

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

- (a) European Union Legislation.
- (b) Act of Parliament.
- (c) Bye-Laws of any Public Authority.

We will not provide indemnity in respect of costs incurred

- 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.
- (c) 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 limit of indemnity.

8 Speculative Building

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

This indemnity will cease on

- (a) the date You sell, lease or rent the property
- or
- (b) 90 days from Practical Completion whichever is the earlier.

9 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.

10 Settlement

We may at Our option repair, reinstate or replace any Property which has suffered Damage or pay the amount of Damage in money. We shall not be responsible for the cost of any alterations, additions, improvements or overhauls carried out on the occasion of a repair.

Exceptions

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

We will not provide indemnity in respect of

- 1 Damage to any part of the permanent works
 - (a) for which a certificate of completion has been issued
- or

Asset Protection *continued*

(b) which has been completed and handed over to Your employer

or

(c) taken into use

unless the Damage occurs

(i) during the Maintenance Period but caused before the beginning of the Maintenance Period

Or

(ii) while You are carrying out Your obligations under the Maintenance Period

or

(iii) within 14 days of the issue of a certificate of completion but only to the extent You are responsible under the conditions of the Contract.

2 Damage as a result of

(a) gradual deterioration or wear and tear.

(b) rust or mildew.

(c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

(d) confiscation, nationalisation or requisition or destruction by or under the order of any government or public authority.

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

or

(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 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 not defective but is damaged as a result thereof.

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.

Endorsements and Conditions

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

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

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 Exceptions

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

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) exceptions (1) (a) (b) and (c) do not apply to the Employers' Liability Section or the Terrorism Section when insured by this policy
- (2) exception (1) (b) does not apply to the Public and Products 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) exception (2) (b) does not apply to the following Sections
 - (a) Employers' Liability
 - (b) Public and Products Liability
 - (c) Personal Accident
 - (d) Business Travel

when insured by this policy.

- (2) in relation to the Employers' Liability Section, exception (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, Exception (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) exceptions (2) (a) and (b) do not apply to the Terrorism Section when insured by this policy.

- (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

Policy Exceptions

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)

- (4) any claim which arises directly or indirectly from or consists of the failure or inability of any
 - (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
 - (b) media or systems used in connection with Anything referred to in (a) above

Whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognize, 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 will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section

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

Definition

The following definition only applies to this exception

'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.

Policy Exceptions

- (5) 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

Exception (5) (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

Exceptions (5) (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.
(6) (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
(k) property in transit
unless specifically mentioned.

Policy Conditions

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

1 Alteration of Risk

The policy is voidable where there has been any material alteration to the risk after commencement of this insurance

- (a) which increases the risk of loss, destruction, damage, accident or injury

or

- (b) where 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 will be referred to an arbitrator who will be appointed in accordance with statutory provisions.

3 Cancellation

We may cancel the policy

- (a) by sending You thirty days written notice to Your last known address.

We will refund a proportionate part of the premium paid for the unexpired period

- (b) immediately if the premium has not been paid or if there has been a default under any instalment or linked credit agreement.

We will not refund any instalment paid.

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) 7 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

- (a) 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

- (b) 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

- (c) 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.

Policy Conditions *continued*

7 Fraud

We will avoid the policy from the date of the loss or alleged loss

- (a) if a claim made by You or anyone acting on Your behalf to obtain a policy benefit is fraudulent or intentionally exaggerated

or

- (b) a false declaration or statement is made in support of a claim.

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 Non Disclosure, Misrepresentation or Misdescription

The policy is voidable if You or anyone acting for You fails to disclose, misrepresents or misdescribes any material fact.

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 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 Aviva.

(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, Your Contract Sites 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, require You to make alterations to The Premises insured by the required date(s),
- (iii) exercise Our right to cancel Your policy,
- (iv) 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 actions(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 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:

proportionate part of the premium paid for the unexpired premium 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 to 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.