

# Your Health & Social Care Policy



## Introduction

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

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

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

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

LFC GRAYBROOK ACCOUNT  
C/O MKM HOUSE  
BARON ROAD SOUTH WOODHAM FERRERS, ESSEX  
CM3 5XQ

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## Contents

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

### **Contact details for claims and help**

### **Complaints Procedure**

### **Important Information**

### **The Contract of Insurance**

### **Policy Definitions**

### **Sections which comprise Your policy**

### **Policy Conditions**

### **Policy Exceptions**

Inside the front cover you will find your:

### **Certificate of Employers' Liability Insurance (if applicable)**

### **Policy Schedule**

# Contact details for claims and help

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## Services

As an Aviva customer, you can access additional services to help you keep your business running smoothly. For our joint protection telephone calls may be recorded and/or monitored.

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## Claims Service

### 0800 015 1498

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

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## Legal and Tax Helpline

### 0845 300 1899

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call.

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## Commercial Legal Protection

### 0845 300 1899

If you have Commercial Legal Protection cover, please call the helpline for legal advice as soon as you are aware of an incident. Please have your policy number to hand.

If you think you may need to claim, please call the helpline to request a claim form. We can only proceed with your claim when we have details of the incident in writing. A claim form is available to download at [www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection).

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## Risk Solutions Helpline

### 0845 366 6666

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

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## Counselling Service Helpline

### 0117 934 0105

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

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## Website

### [www.cutredtape.co.uk](http://www.cutredtape.co.uk)

This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to

- β over 700 legal and business guides across HR, sales and marketing, finance, technology, law and risk management
- β easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- β discounts on Legal Services
- β email alerts on changes in law, legislation and regulation.

To register, please visit [www.cutredtape.co.uk](http://www.cutredtape.co.uk) and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.

# Complaints Procedure

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## 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.

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## What will happen if You complain?

We will acknowledge your complaint within two working days.

We aim to resolve complaints following assessment and investigation 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.

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## What to do should You be dissatisfied

If you are dissatisfied with any aspect of the handling of your insurance, we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser. You can write or telephone, whichever suits you, and ask your contact to review the problem.

If you remain unhappy with the decision you receive, you may write to

Chief Executive UK Insurance  
Aviva  
8 Surrey Street  
Norwich  
NR1 3NS

If you are dissatisfied with our final decision (from the Chief Executive Officer), you can refer the matter to the Financial Ombudsman Service (FOS).

Full contact details of both our Chief Executive and the FOS will be provided when we write in response to your complaint.

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

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## Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise.

1. The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which you, the policyholder, normally live or (if applicable) the first named policyholder normally lives  
or
2. In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where it has its principal place of business  
or
3. Should neither of the above be applicable, the law of England and Wales will apply.

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## 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](http://www.fscs.org.uk), or write to

Financial Services Compensation Scheme  
7th floor Lloyds Chambers  
Portsocken Street  
London  
E1 8BN

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## Use of Language

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

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## Customer with Disabilities

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

## The Contract of Insurance

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

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, 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 insurance adviser or local Aviva office. 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 insurance adviser when You renew this policy.**



**AVIVA**

Aviva Insurance Limited

Registered in Scotland No. 2116

Registered Office: Pitheavlis, Perth, Scotland PH2 0NH

Authorised and regulated by the Financial Services Authority



# Recognising You

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## Nobody recognises you like Aviva

Aviva is committed to providing a first-class service. We want you to feel that we recognise you and understand your requirements.

As a customer of our Health & Social Care product, you will automatically benefit from a number of additional covers. You'll find more information about them within your policy wording.

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## Additional Covers

If you have selected any of the covers listed below, your insurance cover is automatically increased as specified.

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### Health & Social Care

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## Risk Management

By choosing Aviva, you will gain access to the following free risk management resources from Aviva Risk Management Solutions (ARMS).

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### Online Knowledge Store

Contains over 200 useful risk management fact sheets and templates. Some of the advice available is particularly relevant to you, including our charity and non profit risk management guide. It highlights the main risk considerations for organisations operating in this sector.

You can access the Knowledge Store by visiting <http://www.aviva.co.uk/yourbusiness/risk-management/>

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### Preferred Supplier Scheme

We have secured discounts from carefully vetted risk management providers, to help you protect your business. Some of these services are particularly relevant to your sector including:

Legionella surveys to ensure the risks associated with this bacteria are minimised.

Aviva insured customers also receive discounts off ARMS training and consultancy services:

**Short courses** - ideal if you are looking to understand your health and safety obligations and receive practical advice about how to meet them. The current programme includes a risk assessment and getting started in health and safety course.

**Accredited training** - ARMS is accredited to deliver a number of IOSH, CIEH, IEMA and NEBOSH courses. We boast amongst the highest pass rates in the industry reflecting the quality of our training.

**In-company training** - our team can adapt any course or develop a bespoke one to ensure that your specific requirements are addressed.

**eTraining** - Our online courses are quick and easy to complete making them ideal for those with limited time and resources. Our programme covers a range of topics including:

lone working for employees.

# Recognising You

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## **Risk Management** *(continued)*

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**Consultancy** - If you don't have an in-house safety resource or if your team needs expert assistance to address a particular safety issue, ARMS can help. The services available include fire risk assessments, safety audits and our competent person support service.

For further information about the services ARMS provides, call the team on 0500 55 99 77 or visit <http://www.aviva.co.uk/yourbusiness/risk-management/>.

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, for example Employee, except when used in the sections of this policy headed 'Introduction', 'Contents', 'Contact details for claims and help', 'Complaints Procedure' and 'Important Information' and in headings and titles.

Each Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.

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## Computer and Electronic Equipment

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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.

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## Data

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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.

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## Data Storage Materials

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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.

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## Defined Contingencies

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(1) fire

(2) lightning

(3) explosion

(4) aircraft and other aerial devices or articles dropped from them

(5) earthquake

(6) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances

(7) storm or flood

(8) escape of water from any tank, apparatus or pipe

(9) falling trees

(10) impact

(11) escape of fuel from any fixed oil heating installation

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## Defined Contingencies

*(continued)*

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- (12) malicious persons other than thieves
  - (13) malicious persons other than thieves but only where involving entry into or exit from The Premises by forcible and violent means
  - (14) theft or attempted theft
  - (15) theft or attempted theft but only where involving entry into or exit from The Premises by forcible and violent means
  - (16) theft involving violence or threat of violence to You, Your partners, directors or Employees.

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## Denial of Service Attack

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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.

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## 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.

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## Excess/Excesses

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The amount(s) specified in Your policy or The Schedule which We will deduct from each and every claim at each separate premises.

The amount(s) to be deducted after the application of any Average condition.

You will repay any such amount paid by Us.

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## Failure

- 
- Any partial or complete reduction in the
- (1) performance
    - or
  - (2) availability
    - or
  - (3) functionality
    - or

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## Failure *(continued)*

- 
- (4) ability to recognise or process any date or time of any
- (a) Computer and Electronic Equipment
  - (b) electronic means of communication
  - (c) website.

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## Loss of Data

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

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## Money

- 
- Current
- (1) coins, 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.

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## Period of Insurance

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From the effective date until the expiry date (both shown in The Schedule) or any subsequent period for which We accept payment for renewal of this policy.

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## The Business

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Activities directly connected with the business specified in The Schedule.

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## The Premises

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The premises specified in The Schedule.

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## The Schedule

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The document which specifies details of The Policyholder, The Premises, Property Insured, Sums Insured, Limits of Indemnity and any Excess(es), Endorsements and Conditions applying to this policy.

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## Unattended Vehicle

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

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**Unoccupied**

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Any building or portion of a building that is

- (1) not physically occupied by You or Your Employees during Your normal working hours  
and/or
- (2) not used for the purposes of The Business  
and/or
- (3) empty, vacant, disused, untenanted or unfurnished  
and/or
- (4) awaiting refurbishment, redevelopment, renovation or demolition for a period in excess of 45 consecutive days.

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**Virus or Similar Mechanism**

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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.

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**We/Us/Our/Aviva**

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Aviva Insurance Limited.

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**You/Your/The Policyholder**

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The person, persons, company, companies, partnership, partnerships or unincorporated association, named in The Schedule as The Policyholder.

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## Definitions

*The following Definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section unless an alternative definition is stated to apply.*

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### Damage

Physical loss, destruction or damage.

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### Property Insured

Property insured as detailed in The Schedule.

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## Cover

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We will indemnify You in respect of Damage, occurring during the Period of Insurance, to Property Insured as detailed in The Schedule.

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### Basis of Claim Settlement - Indemnity

The basis upon which We will calculate the amount We will pay in respect of any claim will be

(1) cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage or at Our option

(2) the loss in value of the Property Insured

unless the Basis of Claim Settlement - Reinstatement clause or any other alternate basis of settlement is stated to apply.

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

(1) the Sum Insured on each item

or

(2) the Total Sum Insured

or

(3) any other maximum amount payable or Limit of Liability specified in The Schedule.

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## Clauses

*The following clauses apply to this Section.*

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### 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.

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### Average

Each of the Sums Insured by this Section is subject to average. This means that if at the time of Damage, the Item Sum Insured is less than the total value of the Property Insured, You will

(a) be responsible for the difference

(b) bear a proportionate share of the loss.

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### Basis of Claim Settlement - Reinstatement

In the event of Damage to the Property Insured, except for any items on Computer and Electronic Office Equipment, the basis upon which We will calculate the amount We will pay in respect of any claim will be the reinstatement of the property lost, destroyed or damaged, subject to the following conditions

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**Clauses** *(continued)*

- (1) Where the Property Insured is
  - (a) lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new.
  - (b) damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

However, We will not pay more than We would have done if the property has been completely destroyed.
- (2) Where Computer and Electronic Office Equipment is insured by this Section and such property is
  - (a) lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Office Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Office Equipment with the nearest higher performance and/or capacity.
  - (b) damaged, if an economic repair is possible, We will pay for the repair computer and Electronic Office Equipment, to its condition when new. However, We will not pay more than We would have done if Computer and Electronic Office Equipment had been completely destroyed.
- (3) The work of reinstatement
  - (a) may be carried out on another site and in a manner suitable to Your needs. However, Our liability must not be increased.
  - (b) must begin and be carried out as quickly as possible.
- (4) The following condition of Average will apply.

If the Sum Insured at the time the Damage occurred is less than 85% of the amount necessary to replace the whole of the Property Insured and/or Computer and Electronic Office Equipment at the time of rebuilding or replacement, You will be liable to bear a proportionate share of the loss.
- (5) We will not indemnify You under this clause
  - (a) if You do not incur the cost of replacing or repairing the Property Insured and/or Computer and Electronic Office Equipment
  - (b) if You or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement
  - (c) if You do not comply with any of the terms of this clause.

However, the Basis of Claim Settlement - Indemnity will apply.

For the purposes of this clause Computer and Electronic Office Equipment means

- (a) all computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, data processing equipment, information repository, equipment capable of processing data and or similar devices, whether physically or remotely connected thereto

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## Clauses *(continued)*

- (b) personal computers, laptops, small micro computers and similar equipment used for processing electronic data and which are designed to be carried by hand
- (c) all electronic office equipment including telecommunications equipment, facsimile, printing and photocopying machines.

Computer and Electronic Office Equipment does not include

- (i) Portable equipment away from The Premises
- (ii) Computer and Electronic Office Equipment held as stock or customer's Computer and Electronic Office Equipment held in trust
- (iii) Computer and Electronic Office Equipment controlling or monitoring any manufacturing process.

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## Additional Conditions

*The following Additional Conditions apply to this Section only if stated in The Schedule and in addition to the Policy Conditions at the back of this policy.*

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## Exceptions

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

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## Minimum Security

If in relation to any claim for Damage to the Property Insured caused by theft or attempted theft at The Premises, which occurs more than 30 days after the inception of this policy, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

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We will not indemnify You in respect of

- (1) Damage to the Property Insured caused by or consisting of
  - (a) an existing or hidden defect
  - (b) gradual deterioration or wear and tear
  - (c) frost or change in the water table level
  - (d) faulty or defective
    - (i) workmanship
    - (ii) design
    - (iii) materials used in its construction
  - (e) operating error or omission by You or any of Your Employees.

However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.
- (2) Damage to the Property Insured 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
    - (vi) mould or fungus.
  - (b) change in
    - (i) temperature
    - (ii) colour
    - (iii) flavour
    - (iv) texture
    - (v) finish.

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## Exceptions *(continued)*

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

(d) its own mechanical or electrical breakdown or derangement.

However, We will indemnify You in respect of

- (i) Damage not otherwise excluded which results from Defined Contingencies (1) to (12), (14) and (16) or any other accidental cause
- (ii) any subsequent Damage which results from a cause not otherwise excluded.

(3) Damage to the Property Insured caused by pollution or contamination.

However, We will indemnify You in respect of Damage to the Property Insured not otherwise excluded caused by

- (a) pollution or contamination which results from Defined Contingencies (1) to (12), (14) and (16).
- (b) Defined Contingencies (1) to (12), (14) and (16) which results from pollution or contamination.

(4) Damage to the Property Insured caused by

- (a) acts of fraud or dishonesty.
- (b) (i) disappearance
- (ii) unexplained or inventory shortage
- (iii) misfiling, misplacing of information, or clerical error.
- (c) theft or attempted theft from any Unattended Vehicle unless there is evidence of forcible and violent entry into the vehicle.

(5) Damage to any building or structure caused by its own cracking or collapse.

However, We will indemnify You in respect of such Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.

(6) Damage

- (a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat.
- (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over running.
- (c) Damage resulting from the Property Insured undergoing any process of
  - (i) production or packaging
  - (ii) treatment, testing or commissioning
  - (iii) servicing or repair.

However, We will indemnify You in respect of such Damage if it caused by fire or explosion and is not otherwise excluded.

(7) Damage to the Property Insured caused by

- (a) escape of water from any tank, apparatus or pipe
- (b) malicious persons (other than by fire or explosion)
- (c) theft or attempted theft

when The Premises are Unoccupied.

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## Exceptions *(continued)*

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- (8) Damage more specifically insured by You or on Your behalf.
  - (9) any consequential loss or damage.
  - (10) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss
    - (a) Terrorism
    - (b) civil commotion in Northern Ireland
    - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

### Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above
  - any act or acts including but not limited to
    - β the use or threat of force and/or violence and/or
    - β harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means
  - caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You.

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

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**Exceptions** *(continued)*

However, We will indemnify You in respect of subsequent Damage to the Property Insured, caused by or resulting from Defined Contingencies (1) to (11), (13), (15) and (16) which is not otherwise excluded.

(12)the Excess stated in The Schedule.

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## Policy Conditions

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

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### (1) Alteration of Risk

If

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

or

- (b) Your interest ceases except by will or operation of law

We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

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### (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 jointly appointed in accordance with statutory provisions.

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### (3) Cancellation

- (a) You may cancel this policy at any time after the date We have received the premium, by providing 30 days' notice in writing to Us.
- (b) We may cancel this policy, by providing notice in writing to You at your last known address, if there is a default under any relevant instalment agreement. In such case, Your policy will end with effect from the beginning of the period in respect of which the instalment has not been paid.

If Your policy is cancelled under (a) or (b) above, at Our discretion, We may refund part of the premium for the unexpired period, which will be calculated on Our, then current, short period rating basis, and provided that there have been no

- (i) claim(s) made under the policy for which We have made a payment
  - (ii) claim(s) made under the policy which are still under consideration
  - (iii) incident(s) which You are aware of and are likely to give rise to a claim which has yet to be reported to Us
- during the current Period of Insurance.
- (c) We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
  - (d) We may also cancel this policy at any time by sending not less than 30 days' notice in writing to Your last known address.  
We will refund a proportionate part of the premium for the unexpired period provided that there have been no
    - (i) claim(s) made under the policy for which We have made a payment
    - (ii) claim(s) made under the policy which are still under consideration

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## Policy Conditions (continued)

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- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has yet to be reported to Us during the current Period of Insurance.
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### **(4) Claims Procedure**

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 that claim.

You must

- (a) tell Us immediately of any event or occurrence which may result in a claim.
  - (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.
  - (c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within
    - (i) 30 days
    - 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 personsof You becoming aware of the event or occurrence, or such further time that We may allow.
  - (d) provide Us with all information and help We require in respect of the claim.
  - (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.
  - (f) 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.
  - (g) 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.

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## Policy Conditions (continued)

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### 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.

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### (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 payment except for costs and expenses incurred prior to the payment of the claim.

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### (7) Fraud

- (a) If a claim made by You or anyone acting on Your behalf, or any person claiming to be indemnified, is fraudulent or exaggerated, whether ultimately material or not  
or
- (b) (i) if a false declaration or statement is made  
or  
(ii) if a fraudulent device is used  
in support of a claim

We may at Our option

- (i) avoid the policy from the inception of this insurance  
or
- (ii) cancel the policy from the date of the claim or alleged claim and repudiate the claim  
or
- (iii) repudiate the claim.

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### (8) Identification

The policy and The Schedule will be read as one contract.

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### (9) Non Disclosure, Misrepresentation or Misdescription

We will avoid this policy if there has been any misrepresentation, misdescription or failure to disclose any material fact by You or anyone acting for You.

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## Policy Conditions (continued)

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### (10) Reasonable Precautions

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 the Property Insured
  - (ii) accident or injury to any person or loss, destruction or damage to their property.
- (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.
- (d) keep books with a complete record of purchases and sales.

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### (11) Reinstatement

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

- (a) plans
  - (b) documents
  - (c) books
  - (d) information
- which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

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

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### (12) 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.

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### (13) Index Linking

- (a) Renewal.

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices or any alternative index specified by Us in Our reasonable opinion

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## Policy Conditions (continued)

(i) any buildings and tenants improvements item  
The General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.

(ii) other items  
The Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department.

In the event of a negative index We will retain Your existing amounts insured, unless You advise Us otherwise.

(b) Claims.

These adjustments will continue during the

- (i) Period of Insurance
- (ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

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### (14) Long Term Undertaking

Where a Section is stated in The Schedule to be subject to a Long Term Undertaking a discount of 5% under that Section is allowed in consideration of You having provided an undertaking with effect from the date stated in The Schedule to offer annually for a period of three years the insurance under the Section on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually in advance, it being understood that:

- (a) We will be under no obligation to accept an offer made in accordance with such an undertaking
- (b) the Sums Insured may be reduced at any time to correspond with any reduction in value or reduction in The Business.

The discount does not apply to any inspection fees charged under the Engineering Section of this policy.

The above mentioned undertaking applies to any policy which may be issued by Us in substitution for this policy and the same discount shall be allowed.

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### (15) Subjectivity

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

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

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

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## Policy Conditions (continued)

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

If We proceed with any of (i) (ii) and (iii) above, You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.

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## Exceptions

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

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We will not indemnify You in respect of

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

However,

- (1) exception (1) (a) (ii) shall only apply in respect of the following Sections, when insured by this policy
  - (a) Property Damage – Specified Contingencies
  - (b) Property Damage – All Risks
  - (c) Theft
  - (d) Computer
  - (e) Electronic Equipment
  - (f) Business All Risks
  - (g) Goods in Transit
  - (h) Money and Assault
  - (i) Glass
  - (j) Engineering
  - (k) Contract Works
  - (l) Business Interruption
  - (m) Book Debts
  - (n) Loss of Licence.
- (2) exceptions (1) (a) (b) and (c) do not apply to the following Sections, when insured by this policy
  - (a) Employee Dishonesty
  - (b) Terrorism
  - (c) Employers' Liability
  - (d) Professional Indemnity
  - (e) Directors and Officers Liability
  - (f) Management Liability.
- (3) exception (1) (b) does not apply to the following Sections, when insured by this policy
  - (a) Public and Products Liability
  - (b) Personal Accident.

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## Exceptions *(continued)*

(4) exceptions (1) (a) and (1) (c) do not apply to the Personal Accident Section and Business Travel Sections, when insured by this policy, while the Insured Person is undertaking an Insured Journey.

(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 nuclear fuel or from nuclear waste from the combustion of nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

(b) directly or indirectly caused by or contributed to by or arising from the use of any weapon or device

(i) dispersing radioactive material and/or ionising radiation or

(ii) using atomic or nuclear fission and/or fusion or other like reaction.

(c) directly or indirectly caused by or contributed to by or arising from the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of The Business for the purposes for which they were intended.

However,

(1) in relation to the Employers' Liability Section, exception (2) (a) only applies when You under a contract or agreement have undertaken to

(a) indemnify another party

or

(b) assume the liability of another party.

(2) exceptions (2) (a) and (2) (b) do not apply to the following Sections, when insured by this policy

(a) Employee Dishonesty

(b) Terrorism

(c) Professional Indemnity

(d) Directors and Officers Liability

(e) Management Liability.

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## Exceptions *(continued)*

- (3) (a) Money, negotiable instruments and specie
  - (b) securities and bonds
  - (c) jewellery
  - (d) precious stones
  - (e) precious metals
  - (f) bullion
  - (g) furs
  - (h) curios and antiques
  - (i) rare books
  - (j) works of art
  - (k) goods held in trust or on commission
  - (l) documents
  - (m) manuscripts
  - (n) business books
  - (o) computer systems records
  - (p) explosives and hazardous substances
  - (q) property in transit
- unless specifically mentioned.

However, exceptions (3) (a) to (q) do not apply to the following Sections, when insured by this policy

- (1) Terrorism
- (2) Employers' Liability
- (3) Public and Products Liability
- (4) Commercial Legal Protection.

- (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) 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.

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## Exceptions *(continued)*

However,

- (1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section
  - (a) Property Damage
  - (b) Money and Assault
  - (c) Engineering
  - (d) Computer
  - (e) Electronic Equipment.
  - (f) Business Interruption.
- (2) exceptions (4) (a) and (4) (b) do not apply to the following Sections, when insured by this policy
  - (a) Employee Dishonesty
  - (b) Loss of Licence
  - (c) Terrorism
  - (d) Employers' Liability
  - (e) Personal Accident
  - (f) Professional Indemnity
  - (g) Directors and Officers.

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### 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.