Global Corporate Specialty

Your Combined Liability Policy

Combined Liability 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.

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.

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. You can write or telephone, whichever suits you, and ask your contact to review the problem.

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 023 4567 (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 Financial Ombudsman Service, 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 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.

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**.

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 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 in respect of loss, liability, 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 material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms.

If You are not sure whether a circumstance is material, ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.

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

Breach of Term

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

Terms not relevant to the actual loss

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

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

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

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

The policy contains definitions which apply and they must be read in conjunction with the following policy definitions.

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Aggregate Deductible

The amount specified in The Schedule being the total of all Deductibles that You will be responsible for during the Period of Insurance after allowance has been made for any Non-Ranking Deductible amounts.

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

Compensation

Damages, including interest.

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.

Costs and Expenses

1. Fees for The Insured's legal representation at
    a. any Coroner's Inquest or Fatal Accident Inquiry
    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

including any consequential loss arising therefrom.

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.

Deductible

The amount specified in the Schedule for which You will be responsible and which will be deducted from each and every claim. Such amount shall be deducted from the Limit of Indemnity.

In the event of exhaustion of the Aggregate Deductible then the amount shown in the Schedule as the Non-Ranking Deductible shall be deemed to be the Deductible in respect of all further claims.

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, training, study exchange or similar scheme
7. a voluntary worker, helper, instructor or prospective employee who is being assessed by The Insured as to their suitability for employment
8. on secondment from another company that is not an insured under this policy
9. deemed by a Court of Law in the United Kingdom, Channel Islands or Isle of Man to be an employee

while working under Your control in connection with The Business

10. an outworker or homeworker when engaged in work on Your behalf.

Failure

Any partial or complete reduction in the

1. performance

   or

2. availability

   or

3. functionality

   or

4. 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 Computer and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

Non Ranking Deductible

The amount shown in The Schedule being the amount of the Deductible which will not contribute to the exhaustion of the Aggregate Deductible.

Period of Insurance

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.

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 and 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.

Publication

Shall mean any written material produced in the course of the Business.

Terrorism

Any act or acts including but not limited to

1. the use or threat of force and/or violence

   and/or

2. 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.

The Business

Activities directly connected with the business specified in The Schedule including

1. ownership, use and upkeep of Your premises.
2. canteen, social, sports, educational, and welfare organisations for the benefit of any Employee.
3. Your first aid, fire, security and ambulance services.
4. Your participation in exhibitions, trade fairs and conferences.
5. private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.
6. repair, maintenance and servicing of mechanically propelled vehicles and plant owned and used by You, sale or disposal of Your own property, goods, and mechanically propelled vehicles.
7. provision of gifts and promotional material incidental to the business specified in The Schedule.

The Defined Territories

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

The Insured

1. You.
2. Your personal representatives in respect of legal liability You incur.
3. At Your request
   a. any director, partner or Employee of Yours
   b. the officers, committees and members of Your
      i. canteen, social, sports, educational and welfare organisations
      ii. first aid, fire, security and ambulance services in their respective capacities as such
   c. any principal for whom You are carrying out a contract to the extent required by the contract conditions
   d. those who hire plant to You to the extent required by the hiring conditions

or the personal representative 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 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 Schedule

The document which specifies details of The Policyholder, Limits of Indemnity, Deductible, Non Ranking Deductible, Aggregate Deductible and any Endorsements and Conditions applying to this policy.

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 any Employee engaged by You outside The Defined Territories for the purpose of work by any such Employee outside The Defined Territories.

The Works

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

1. all materials incorporated or to be incorporated
2. plant, tools, equipment and temporary buildings used or to be used

for the period during which You are responsible under contract conditions.

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/The Policyholder

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

Employers' Liability

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.

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 against The Insured arising out of one cause.

Cover

We will indemnify The Insured against

1. legal liability to pay Compensation

   and

2. Costs and Expenses

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

The maximum We will pay is The Limit of Indemnity.

Clauses

The following clauses apply to this Section.

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.

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.

Data Protection

We will indemnify The Insured in respect of

1. legal fees and defence costs
2. legal liability for Compensation to an individual, the subject of personal data The Insured holds and who suffers material or non-material damage caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data

arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The maximum We will pay for all claims happening during any one Period of Insurance is £1,000,000.

We will not provide cover for

1. a. Personal Injury other than as provided by this clause
   b. Damage to Property
   c. fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
   d. libel, slander or defamation.
2. consequential losses.
3. liability as a result of You having authorised the destruction or disclosure of the data or which could reasonably have been expected to arise as a result of any other deliberate act or omission by You.
4. liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages.
5. liability under any penalty clause or any fine or statutory payment.
6. legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements.

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.

Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

1. legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
2. 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 or similar legislation in the Isle of Man or the Channel Islands.

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.

Our Right of Recovery

The indemnity granted 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.

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 for

1. You, each director or partner is	£1000 per day.
2. each Employee is	£500 per day.

Unsatisfied Court Judgments

We will, at Your request, pay any Employee or his or her personal representative, the amount of damages and costs awarded to such person as a result of a judgment 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 judgment.

Payment will only be made where

1. the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in The Business.
2. the judgment was obtained in a court within The Defined Territories.
3. there is no appeal outstanding to the judgment.
4. the Employee, or his or her personal representative, assigns the judgment debt to Us.

Exceptions

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

We will not indemnify You 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. 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. any action taken in controlling, preventing, suppressing or in any way relating to above

except as stated in **Special Provision - Terrorism below**

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/or (3)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

Special Provision - Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (3)(a) and (3)(b) above shall apply to the Employers' Liability Section but the Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to £5,000,000 including Costs and Expenses.

Public and Products Liability

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.

Clean-Up Costs

The costs of Remediation.

Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Remediation

Remedying the effects of Pollution or Contamination as lawfully required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time such remediation commences and shall include the testing for or monitoring of Pollution or Contamination.

The Limit of Indemnity

The maximum amount, stated in The Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.

In respect of

(1) Products Supplied

(2) Pollution or Contamination

the limit of indemnity will apply to the total of all events happening in any one Period of Insurance.

Cover

We will indemnify The Insured against

1. legal liability to pay Compensation

   and

2. Costs and Expenses

   in respect of accidental

   a. Personal Injury
   b. Damage to Property
   c. obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses.

However, in respect of any claim brought in

1. the United States of America or any territory within its jurisdiction
2. Canada

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

Clauses

The following clauses apply to this Section.

Advertising Liability

We will, in respect of any claim made against The Insured during the Period of Insurance or within twelve months of its cancellation provided the cause of the claim occurred during the Period of Insurance, indemnify The Insured in respect of

1. Compensation
2. Costs and Expenses

   as a result of

   a. infringement of any titles or slogans used in connection with Publications advertised by The Insured.
   b. plagiarism or the breach of any registered design, copyright, slogan, patent rights or other intellectual property rights arising from the contents of any Publication.
   c. slander of title to goods.
   d. piracy, unfair competition or idea misappropriation under an implied contract.
   e. any invasion of the rights of privacy.

All claims arising out of one cause, whether or not all such claims are made against The Insured in the same Period of Insurance, will be treated as one claim.

The maximum We will pay, inclusive of Costs and Expenses, in respect of

1. any one claim

   and

2. the total of all claims in any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

1. withdrawing, recalling or replacing any Publication.
2. liability imposed on The Insured solely by reason of the terms of any contract conditions or agreement other than unauthorised appropriation of ideas based upon breach or alleged breach of the contract.
3. actions brought in the United States of America or their judgements, wherever enforced.
4. the failure of the Publication to conform with advertised quality performance or standards.
5. incorrect description or mistake in advertised price.
6. ten per cent of each and every claim.

Buildings Temporarily Occupied

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (and their contents) temporarily occupied by The Insured for the purpose of carrying out The Business.

We will not provide indemnity in respect of Damage to

1. premises and their contents which You own or are loaned, leased, hired or rented to

   a. The Insured.
   b. any other party who is carrying out work on Your behalf.

2. The Works.

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

We will indemnify The Insured in respect of

1. legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
2. costs of prosecution awarded against The Insured

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

We will not provide indemnity

1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
2. in respect of proceedings which result from any deliberate act or omission by You.
3. where indemnity is provided by another insurance policy.

Contractual Liability

We will indemnify The Insured 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.

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.

Data Protection

We will indemnify The Insured in respect of

1. legal fees and defence costs
2. legal liability for Compensation to an individual, the subject of personal data The Insured holds and who suffers material or non-material damage caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data

arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The maximum We will pay for all claims happening during any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

1. a. Personal Injury other than as provided by this clause
   b. Damage to Property
   c. fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
   d. libel, slander or defamation.
2. consequential losses.
3. liability as a result of You having authorised the destruction or disclosure of the data or which could reasonably have been expected to arise as a result of any other deliberate act or omission by You.
4. liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages.

5. liability under any penalty clause or any fine or statutory payment.

6. legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements.

7. proceedings relating to Compensation for any Employee if the Employers' Liability Section of this policy is not in force.

Defective Premises

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

1. the Defective Premises Act 1972

2. 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.

Employees' and Visitors' Personal Belongings

We will indemnify The Insured in respect of legal liability for accidental Damage to Employees' and visitors' vehicles and 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.

Environmental Statutory Clean Up Costs Cover

We will indemnify The Insured against

1. the cost of carrying out Remediation

   and/or

2. paying for Clean-Up Costs

pursuant to a lawful notice or demand served upon The Insured under any environmental protection legislation in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands by any Enforcing Authority provided that such cost or costs arise from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place 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 happened at the time such incident takes place.

The maximum We will pay, including Costs and Expenses, is £2,000,000 in respect of all events in any one Period of Insurance. This forms part of, and is not in addition to, The Limit of Indemnity stated in The Schedule for the Public and Products Liability Section.

We will not provide indemnity

1. in respect of any work (whether preventive or otherwise) in respect of 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
      - The Insured
      - any other party who is carrying out work on Your behalf.
   c. which requires to be insured under the terms of Clause 6.5.1. of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.

2. in respect of any work involving the reinstatement or reintroduction of flora or fauna.

3. in respect of any fines or penalties.
4. in respect of any Complementary or Compensatory Remediation as defined by the Environmental Damage (Prevention and Remediation) Regulations 2009 and any successor and/or amending legislation.
5. in respect of costs of preventing any imminent threat of environmental damage where such costs are incurred in the absence of Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident.
6. in respect of costs of achieving any improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences.
7. where indemnity is provided by another insurance policy.

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 are hired, rented or loaned to The Insured 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 such Damage caused other than by fire or explosion.
2. liability imposed on The Insured solely by reason of the terms of any hiring or renting agreement.
3. Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by The Insured.

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 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.

Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

1. legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
2. 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 or similar legislation in the Isle of Man or the Channel Islands.

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.

Motor Contingent Liability

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

1. a. not owned by
   b. not loaned, leased, hired or rented to

   You nor provided by You and
2. 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.

Overseas Personal Liability

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property 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.

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 for

1. You, each director or partner is £1,000 per day.
2. each Employee is £500 per day.

Exceptions

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

We will not provide indemnity in respect of

1. Personal Injury to any Employee 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 eight 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, the Employees' and Visitors' Personal Belongings Clause or the Buildings Temporarily Occupied Clause.

    c. which requires to be insured under the terms of Clause 6.5.1 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. recalling or making refunds in respect of
    a. Products Supplied.
    b. The Works.
6. advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.

7 a. the carrying out of any work

b. any Products Supplied

which affects or could affect

i. the navigation, propulsion or safety of any aircraft or other aerial device.

ii. the safety or operation of nuclear installations.

8. Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place 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 happened at the time such incident takes place.

9. 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.

10. liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied.

11. the amount of Compensation, Costs and Expenses shown in the Schedule as applying in respect of each and every Deductible, Non-Ranking Deductible or Deductible Aggregate.

12. a. exposure to

    b. inhalation of

    c. fears of the consequences of exposure to or inhalation of

    d. the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

    Asbestos including any product containing Asbestos.

13. any liability, loss, destruction, damage, claim, cost or expense of whatsoever nature in any way directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any

    a. i. Virus or Similar Mechanism.

       ii. Denial of Service Attack.

       iii. unauthorised access to or processing of or use of Computer and Electronic Equipment.

       iv. error or omission involving access to or processing of or use of Computer and Electronic Equipment.

       v. Failure.

       vi. action taken in controlling, preventing, suppressing or remediating any of the above.

    b. Loss of Data or any repair, replacement, restoration or reproduction of Data

    regardless of any other cause or event contributing concurrently or in any other sequence.

    However, this Exception shall not apply

    1. in respect of (a) (i) – (v) above to any resulting

       i. accidental Bodily Injury (other than mental injury, mental anguish or mental disease which does not itself result from any Bodily Injury)

       ii. accidental Damage to Property

       which would be covered under this policy but for the operation of this Exception

    2. in respect of (a) (iv) and (a) (v) above

       to any cover more specifically provided in this policy in relation to the protection of data as defined under Section 168 of the Data Protection Act 2018 or Article 82 of the General data Protection Regulation (Regulation EU) 2016/679) or any subsequent or replacement legislation in respect of the foregoing.

14. 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. any action taken in controlling, preventing, suppressing or in any way relating to (a) above

    except as stated in **Special Provision - Terrorism** below

    In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (14)(a) and/or (14)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

Special Provision - Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (14)(a) and (14)(b) above shall apply to the Limit of Indemnity.

For the purpose of this Special Provision - Terrorism is limited to

a. £5,000,000 in respect of any one event or all events consequent on or attributable to one original cause

b. £5,000,000 in respect of all events happening in any one Period of Indemnity in respect of Products Supplied

or any other amount specified in the policy for Public and/or Products Liability whichever is the lower.

15. 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. 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. any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

16. Products Supplied which The Insured knew, or could be expected to know would be used within the United States of America or Canada.

17. any claim which arises directly or indirectly from or consists of the failure or inability of any

    a. electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device

    b. media or systems used in connection with anything referred to in (a) above

    whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

    i. recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time.

    ii. the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

Policy Conditions

Conditions

1. Alteration of Risk

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

a which increases the risk of loss

or

b where Your interest ceases except by will or operation of law unless We have accepted the alteration

or

c involving any alteration to the facts or information You provided Us with when You took out or renewed this policy including in particular any alteration to the facts or information recorded in the application form or proposal.

We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless You tell Us in advance and We accept the alteration in writing or by endorsement on The Schedule. If We accept the alteration, We may charge You an additional premium to continue with the cover.

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.

3. Cancellation

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

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

   If Your policy is cancelled under (a) or (b) above, 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 already been or is yet to be reported to Us

   during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

c. Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.

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

   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

   iii. incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

   during the current Period of Insurance.

4. Claims Procedure - Notification

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. give notice in writing or by an agreed electronic medium to Us as soon as practicable but in any event

   i. within 30 days of any event or occurrence

   ii. within 48 hours of any impending inquest, fatal accident inquiry, prosecution or other legal proceedings that includes alleged bodily injury

   iii. within 72 hours from Your knowledge of any Bodily Injury to any Employee involving a stay in hospital in excess of 3 days

   which may be the subject of indemnity under this policy.

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

c. provide Us with all information and help We require in respect 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. 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

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

6 Discharge of Liability

We may at any time pay the Limit of Indemnity or 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.

7. Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may

a. refuse to pay the claim

b. recover from You any sums paid by Us to You in respect of the claim

c. by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium

If We cancel the policy under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may

(a) refuse to pay the claim

(b) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided)

(c) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover

If We cancel a person's cover under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

8. Identification

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

9. Non Disclosure, Misrepresentation or Misdescription

a. Before this policy was entered into

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

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
  - We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement and/or
  - We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

b. Before a variation was agreed

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

- where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid
- where the breach was neither deliberate nor reckless, and but for the breach:
  - We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
  - We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made

    and/or
  - We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

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

10. Premium Adjustment

Where it is stated in The Schedule that declarations apply

a. You will, within one month after the Expiry Date shown in The Schedule, supply the information We require

   and

b. We will adjust the premium for the expired period subject to any minimum premium(s) applying.

11. 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.

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.

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.

13. Sanctions

We shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or any of its states.

Policy Exceptions

Exceptions

We will not indemnify You in respect of

1. 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.
2. death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from
   a. i. ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
      ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
   b. the use of any weapon or device
      i. dispersing radioactive material and/or ionising radiation

         or

      ii. using atomic or nuclear fission and/or fusion or other like reaction.
   c. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at 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, 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.

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BCOSL10905 03.2024

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