

Schedule for Your Commercial Combined Insurance Policy

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Produced on 21 December 2016

Your Renewal Schedule

The premium to renew this policy should be paid by the Effective date or within 15 days thereafter. The Schedule forms part of Your policy and replaces the previous Schedule(s).

Please keep The Schedule safe with Your policy.

This Schedule outlines your cover. Clauses and Conditions applying to your cover are detailed in the Clauses and Conditions Schedule and should be read and understood in conjunction with your policy wording.

Policyholder Details

The Policyholder	Mickey Butler t/a Cleaners R Us (SW London & Croydon)
Contact address	67 Melrose Avenue Wimbledon SW19 8BU
The Business	Introducer of Self Employed Cleaners/Cleaning Franchise introducing Self Employed Domestic Cleaners including Ironing & Leafleting

Policy Details

Policy number	100532805CCI
Effective date	01 February 2017
Expiry date	31 January 2018
Annual premium (excluding Insurance Premium Tax)	£807.00
Insurance Premium Tax	£80.70
Total amount due	£887.70

Insurance Adviser Details

Your Insurance Adviser	GREEN INSURANCE IDEAL SOLUTION FOR CLEANING AGENCIES 10 LONDON ROAD BEXHILL ON SEA EAST SUSSEX TN39 3JU
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Important

If the information in The Schedule is incorrect or incomplete, or if the insurance does not meet Your requirements, please tell Us as soon as possible.

You are reminded of the need to tell Us immediately of any circumstances or changes which We would take into account in Our assessment or acceptance of this insurance as failure to disclose all relevant circumstances may invalidate Your policy, or may result in the policy not operating fully.

Summary of Cover

The Policyholder	Mickey Butler t/a Cleaners R Us (SW London & Croydon)
The Business	Introducer of Self Employed Cleaners/Cleaning Franchise introducing Self Employed Domestic Cleaners including Ironing & Leafleting



The Business for the purpose of the Employers' Liability section only

Cleaning work in or on domestic or office premises or shops attached to domestic dwellings or the domestic part of public houses and shopping/cooking duties carried out on behalf of owners of domestic dwellings

The Business for the purpose of the Public and Products Liability section only

Cleaning work in or on domestic or office premises or shops attached to domestic dwellings or the domestic part of public houses and shopping/cooking duties carried out on behalf of owners of domestic dwellings

There may be differences in the cover selected between premises, so please check the details carefully.

Sections You have chosen to cover:

Employers' Liability, Public and Products Liability

Other sections available that You have chosen not to cover:

Property Damage, Money and Assault, Goods In Transit, Business All Risks, Frozen Foods, Contract Works, Machinery Damage, Computer, Business Interruption, Terrorism, Commercial Legal Protection, Commercial Crime, Management Liability, Inspection Service

Conditions

The following conditions apply across all sections of your policy in addition to the conditions contained within your Policy Wording unless otherwise stated

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

- (1) tell Us immediately of any event or occurrence which may result in a claim
- (2) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves
- (3) 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
 - (a) 30 days, or
 - (b) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons of You becoming aware of the event or occurrence, or such further time that We may allow
- (4) provide Us with all information and help We require in respect of the claim
- (5) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy
- (6) 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
- (7) 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.

Subjectivity Condition

The insurance cover provided by Aviva may be subject to You or Us carrying out certain actions. We will clearly state below if the insurance provided by Us is subject to You

- (1) providing Us with any additional information requested by the required date(s)
- (2) allowing Us access to The Premises, Your Contract Sites, and/or The Business to carry out surveys
- (3) completing any actions agreed between You and Us by the required date(s)
- (4) allowing Us to complete any actions agreed between You and Us.

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

- (1) modify the premium
- (2) make amendments to the terms and conditions of the insurance cover
- (3) require You to make alterations to The Premises for which We have provided an insurance cover, by the required date(s)
- (4) withdraw any insurance cover provided
- (5) leave the terms and conditions of the insurance cover and the premium, unaltered.

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

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

consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved We will withdraw the insurance cover.

The above conditions do not affect Our right to withdraw any insurance cover if We discover information material to Our acceptance of the risk that was not disclosed when requesting the original quotation.

Contact Details for Claims and Help

Do You or Your employees use a Smartphone or Tablet Device?

Why not scan the QR Code and store Our contact details directly to Your device?



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.

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.

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.

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.

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.

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.

Employers' Liability

The operation of any limit of indemnity is stated in The Schedule or the relevant Clause, Condition, Section or Endorsement of Your policy.

The Business: Cleaning work in or on domestic or office premises or shops attached to domestic dwellings or the domestic part of public houses and shopping/cooking duties carried out on behalf of owners of domestic dwellings

Limit of Indemnity: £10,000,000

Terrorism Limit of Indemnity: £5,000,000

An Employers' Liability certificate is attached. It is recommended that You retain a copy of each Employers' Liability certificate issued to You.

Description of Activity

Premium Based on 93 Declared Customers/Clients	£35,000	Wages
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Index Linking: Applies to the Wages, as detailed above.

Public and Products Liability

The operation of any limit of indemnity or excess is stated in The Schedule or the relevant Clause, Condition, Section or Endorsement of Your policy.

The Business: Cleaning work in or on domestic or office premises or shops attached to domestic dwellings or the domestic part of public houses and shopping/cooking duties carried out on behalf of owners of domestic dwellings

Limit of Indemnity: £2,000,000

Terrorism Limit of Indemnity: £2,000,000

Description of Activity

Premium Based on 93 Declared Customers/Clients.	£35,000	Wages
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Index Linking: Applies to all the Activity Descriptions monetary amounts detailed above.

Endorsements applying to Public and Products Liability (subject otherwise to the terms and conditions shown in Your policy).

Products Supplied - Restriction

We will not provide cover for Products Supplied other than the sale or supply of food and drink intended to be consumed on Your premises, the supply of office requisites or the disposal of furniture and office equipment previously used in the course of The Business.

Cleaning Exception

β We will not provide cover for:

- (1) the setting or failing to set any fire or intruder alarm by The Insured
- (2) the cleaning of kitchens or ducts that are not in domestic dwellings

Keys & Locks

β We will provide cover in respect of

- (a) accidental Damage to keys for use on locks at any premises at which The Insured are working which are not owned, hired or rented by The Insured
 - (b) the costs of replacement of any lock consequent upon the loss of such keys
 - (c) all sums which the insured shall become legally liable to pay in respect of consequential loss arising out of such loss of keys.
- (2) the maximum We will pay in respect of all costs costs incurred during any one period of insurance is £50,000.

(3) We will not provide cover in respect of the first £100 of each and every loss.

Confined Spaces Exception

β We will not provide cover for work involving the entry of personnel into:

- (1) boilers
- (2) tanks or storage vessels
- (3) pipes, drains or sewers or any similar confined space

Financial Loss

β Definition

'Financial Loss' shall mean a pecuniary loss suffered by any party other than The Insured or any Employee and not caused by Personal Injury or Damage to Property.

(1) We will indemnify The Insured in respect of legal liability for Financial Loss as a direct result of the failure to provide any service in connection with The Business.

(2) The maximum We will pay, including Costs and Expenses, in respect of all claims made against The Insured in any one Period of Insurance is £10,000.

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- (3) We will not provide indemnity
- (a) in respect of Financial Loss as a result of
 - (i) circumstances which, at inception of this endorsement, The Insured knew or ought to have known about and which were likely to give rise to a claim.
 - (ii) Products Supplied
 - (iii) abandonment or postponement of any exhibition, meeting, function or other event.
 - (iv) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract or injurious falsehood.
 - (v) passing off or infringement of any trademark, trade name, merchandise mark, registered design, copyright or patent right.
 - (vi) libel, slander or defamation.
 - (vii) liability under the Data Protection Act 1998 or any subsequent amending legislation.
 - (b) for the first 10% of each and every loss or £500 whichever is the greater, of Compensation, Costs and Expenses.

Clauses and Conditions Schedule

Introduction

The Clauses and Conditions included in this Schedule apply to the covers you have selected. This document should be read in conjunction with your cover Schedules.

Clauses

Employers' Liability

Clauses applying to all Employers' Liability Risks on cover (subject otherwise to the terms and conditions shown in Your Policy).

The following clauses are applicable and are displayed in full in Your Policy wording:

Additional Activities, Contractual Liability, Cross Liabilities, Corporate Manslaughter and Corporate Homicide Act 2007, Health and Safety Legislation, Our Right of Recovery, Unsatisfied Court Judgements

The following clauses are applicable and are displayed in full in Your Policy wording with the information below explaining any values relating to each of them:

Payment for Court Attendance	Limit per day (You/director/partner)	£500
	Limit per day (Employee)	£250

Public and Products Liability

Clauses applying to all Public and Products Liability Risks on cover (subject otherwise to the terms and conditions shown in Your Policy).

The following clauses are applicable and are displayed in full in Your Policy wording:

Additional Activities, Buildings Temporarily Occupied, Consumer Protection Act 1987 and Food Safety Act 1990, Contractual Liability, Corporate Manslaughter and Corporate Homicide Act 2007, Cross Liabilities, Defective Premises, Employees' and Visitors' Personal Belongings, Health and Safety Legislation, Motor Contingent Liability, Overseas Personal Liability

The following clauses are applicable and are displayed in full in Your Policy wording with the information below explaining any values relating to each of them:

Data Protection Act 1998	Maximum payable any one Period of Insurance	£1,000,000
Hired or Rented Premises	Excess	£250
Payment for Court Attendance	Limit per day (You/director/partner)	£500
	Limit per day (Employee)	£250

Action You Must Take

The following Conditions apply in addition to any Conditions stated in Your policy wording.

The following Condition applies to all Sections

Reasonable Precautions and Maintenance of Property

You must

- (1) maintain all premises and equipment, including fire extinguishing and security equipment, in a continuous satisfactory state of repair and in full working order in accordance with the manufacturers instructions and servicing requirements.
- (2) take all reasonable precautions to prevent loss, destruction or damage to the property insured and accident or injury to any person or loss, destruction or damage to their property.
- (3) conduct The Business in a lawful manner, complying with all legal requirements and safety regulations.
- (4) keep a record of purchases and sales.



Certificate of Employers' Liability Insurance (a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998, one or more copies of this certificate must be displayed at each place of business at which the Policyholder employs persons covered by the Policy)

Policy Number	100532805CCI
Name of Policyholder	Mickey Butler t/a Cleaners R Us (SW London & Croydon)
Date of Commencement of Insurance	01 February 2017
Date of Expiry of Insurance	31 January 2018

We hereby certify that subject to paragraph 2

- (1) the Policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney, or to offshore installations in territorial waters around Great Britain and its Continental Shelf (b)
- (2) the minimum amount of cover provided by this Policy is no less than £5million (c)

Signed on behalf of: **Aviva Insurance Limited** (Authorised Insurer)

Authorised Signatory
Colm Holmes
Chief Executive Officer, UK General Insurance

Notes

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

Your Commercial Combined Insurance Policy

Policy Introduction for Policy Number 100532805CCI

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.

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Inside the front cover you will find your:

- Certificate of Employers' Liability Insurance (if applicable)**
- Policy Schedule**
- Important Information**
- Statement of Fact**



Policy Introduction

The Contract of Insurance

The policy, the information You have provided and/or the application form, the statement of fact, 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.



Policy Introduction

Introduction

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

This is your Commercial Combined 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, and the details on The Schedule are correct.

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

GREEN INSURANCE IDEAL SOLUTION FOR CLEANING AGENCIES

10 LONDON ROAD

BEXHILL ON SEA

EAST SUSSEX

TN39 3JU

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.

Use of Language

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

Cover

We will provide cover to The Insured for legal liability to pay Compensation, Costs and Expenses for 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

These clauses apply and are stated in The Schedule

Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises
 - (2) upkeep of vehicles and plant which are owned and used by You
 - (3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
 - (4) Your first aid, fire, security and ambulance services
 - (5) Your participation in exhibitions
 - (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.
-

Contractual Liability

We will provide cover to The Insured 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 cover for any agreement for or including the performance of work outside The Defined Territories.

Corporate Manslaughter and Corporate Homicide Act 2007

We will cover You for

- (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 cover

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

Cross Liabilities

We will provide cover for 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 covered.

Health and Safety Legislation

We will provide cover to The Insured for

- (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.

We will not provide cover

- (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 or which relate to the health and safety of any Employee
 - (3) where cover is provided by another insurance policy.
-

Our Right of Recovery

The cover granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

Payment for Court Attendance

We will compensate You if, at Our request, You, or 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 cover.

The maximum We will pay, per day, for You, each director, partner or Employee is stated in The Schedule.

Unsatisfied Court Judgments

We will, at Your request, pay any Employee or their 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.

Conditions

Policy Conditions can be found at the back of this document

Premium Adjustment

- (1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Weekly Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion. In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.
- (2) where it is stated in The Schedule that declarations apply You will, within one month after the Expiry Date shown in The Schedule, supply the information We require and We will adjust the premium for the expired period subject to any minimum premium(s) applying.

Exceptions

Policy Exceptions can be found at the back of this document

We will not provide cover for

- (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 vehiclewhere any road traffic legislation requires insurance or security
- (3) liquidated damages, penalty clauses, fines, or aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
- (4) any consequence 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 Terrorism 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 (4)(a) and/or (4)(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 (4)(a) and (4)(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 the Terrorism Limit of Indemnity stated in The Schedule, including Costs and Expenses.

- (5) work on or in
 - (a) power stations or nuclear installations/establishments
 - (b) oil, gas or chemical refineries, bulk storage and/or production premises

- (c) aircraft, aerospace systems or hovercraft
- (d) watercraft other than work, not involving the use of heat, on or in watercraft in docks, harbours, boatyards or inland waterways
- (e) railways, tramways, airports, aerodromes or any airbase.

Definitions

Policy Definitions can be found at the back of this document

Bodily Injury

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

Compensation

Damages, including interest.

Costs and Expenses

- (1) Fees for The Insured's legal representation at any Coroner's Inquest or Fatal Accident Inquiry or 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 claimants legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of cover under this Section.

Terrorism

Any act or acts including but not limited to the use or threat of force and/or violence and/or harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological 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 Defined Territories

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

The Insured

- (1) You and Your personal representatives in respect of legal liability You incur
- (2) At Your request, including the personal representatives of these persons
 - (a) any director, partner or Employee of Yours
 - (b) the officers, committees and members of Your canteen, social, sports, educational and welfare organisations, 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 for legal liability for which You would have been entitled to cover if the claim had been made against You.

Each covered party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be covered.

The Limit of Indemnity

The maximum amount, stated in The Schedule, including Costs and Expenses, which We will pay for any one claim or series of claims against The Insured arising out of one cause.

The Territorial Limits

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

We will not provide cover for 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.

Cover

We will provide cover to The Insured for legal liability to pay Compensation, Costs and Expenses for accidental

- (1) Personal Injury
- (2) Damage to Property
- (3) 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, for any claim brought in the United States of America, or any territory within its jurisdiction, or Canada the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

Clauses

These clauses apply and are stated in The Schedule

Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises
 - (2) upkeep of vehicles and plant which are owned and used by You
 - (3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
 - (4) Your first aid, fire, security and ambulance services
 - (5) Your participation in exhibitions
 - (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.
-

Buildings Temporarily Occupied

We will provide cover for 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 cover for Damage to

- (1) premises and their contents which You own or which are loaned, leased, hired or rented to The Insured or any other party who is carrying out work on Your behalf
 - (2) The Works.
-

Consumer Protection Act 1987 and Food Safety Act 1990

We will provide cover to The Insured for

- (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 cover

- (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) for proceedings which result from any deliberate act or omission by You
 - (3) where cover is provided by another insurance policy.
-

Contractual Liability

We will provide cover for 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 cover for any agreement for or including the performance of work outside The Defined Territories.

Corporate Manslaughter and Corporate Homicide Act 2007

We will provide cover for

- (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 cover

- (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 result from any deliberate act or omission by You or which relate to any Employee
- (3) in respect of any fines or remedial or publicity orders or any steps required to be taken by such orders

(4) where cover is provided by another insurance policy.

Cross Liabilities

We will provide cover for 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 covered.

Data Protection Act 1998

We will provide cover for

- (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 damage or distress caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data or unauthorised access to the data arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998.

The maximum We will pay for all claims happening during any one Period of Insurance is stated in The Schedule.

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) any fine or statutory payment
 - (5) liability which arises solely by reason of the terms of any agreement
 - (6) liability in respect of liquidated damages or under any penalty clause
 - (7) 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
 - (8) proceedings relating to Compensation for any Employee if the Employers' Liability Section of this policy is not in force
-

Defective Premises

We will provide cover for legal liability for accidental Bodily Injury or Damage to Property arising under the Defective Premises Act 1972 or 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 cover for the cost of rectifying any defect or alleged defect in such premises.

Employees' and Visitors' Personal Belongings

We will provide cover for 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 cover where 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.
-

Health and Safety Legislation

We will provide cover for

- (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.

We will not provide cover

- (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 or which relate to the health and safety of any Employee
- (3) where cover is provided by another insurance policy.

Hired or Rented Premises

We will provide cover for 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 cover for

- (1) the first amount, stated in The Schedule, 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.

Motor Contingent Liability

We will provide cover for legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or attached trailer which is

- (1) not owned or provided by, or loaned, leased, hired or rented to You, and
- (2) being used in connection with The Business in The Defined Territories.

We will not provide cover

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

Overseas Personal Liability

We will provide cover to You and, at Your request, any director, partner or Employee of Yours for 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 cover any accompanying spouse and children.

Where You are an individual, this cover 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 cover

- (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 cover is provided by another insurance policy.

Payment for Court Attendance

We will compensate You if, at Our request, You, or 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 cover.

The maximum We will pay, per day, for You, each director, partner or Employee is stated in The Schedule.

Conditions

Policy Conditions can be found at the back of this document

Premium Adjustment

- (1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Weekly Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion
In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.
- (2) Where it is stated in The Schedule that declarations apply You will, within one month after the Expiry Date shown in The Schedule, supply the information We require and We will adjust the premium for the expired period subject to any minimum premium(s) applying.

Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

Exceptions

Policy Exceptions can be found at the back of this document

We will not provide cover for

- (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 cover is not provided by another insurance policy
- (3) Damage to Property
 - (a) which You own or which is loaned, leased, hired or rented to The Insured
 - (b) which is held in trust or in the custody or control of The Insured or 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 Products Supplied (other than Products Supplied under a separate contract) or The Works
- (5) recalling or making refunds in respect of Products Supplied or 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) the carrying out of any work, or any Products Supplied, which affects or could affect
 - (a) the navigation, propulsion or safety of any aircraft or other aerial device
 - (b) the safety or operation of nuclear installations
- (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) liquidated damages, penalty clauses, fines, or aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
- (11) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied
- (12) the amount of Compensation, Costs and Expenses shown in The Schedule as The Excess. You will reimburse any amount paid by Us
- (13)
 - (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
- (14) any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with
 - (a) Virus or Similar Mechanism
 - (b) Denial of Service Attack

(c) unauthorised access to or use of Computer and Electronic Equipment

However We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded

(15) any consequence 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 Terrorism 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 (15)(a) and/or (15)(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 (15) (a) and (15) (b) above shall apply to the Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to

(a) the Terrorism Limit of Indemnity stated in The Schedule in respect of any one event or all events consequent on or attributable to one original cause

(b) the Terrorism Limit of Indemnity stated in The Schedule in respect of all events happening in any one Period of Insurance in respect of Products Supplied.

Definitions

Policy Definitions can be found at the back of this document

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Bodily Injury

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

Compensation

Damages, including interest.

Costs and Expenses

(1) Fees for the Insured's legal representation at any Coroner's Inquest or Fatal Accident Inquiry or 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 claimants legal costs for which The Insured is legally liable

in connection with any event which is or may be the subject of cover under this Section.

Damage

Physical loss, destruction, damage.

Personal Injury

Bodily Injury, wrongful arrest, detention or imprisonment, eviction, accusation of shoplifting.

Pollution or Contamination

Pollution or contamination of buildings or other structures or of water or land or the atmosphere and all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.

Products Supplied

Anything which is manufactured, sold, supplied, processed, altered or treated, repaired, serviced or tested, 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

Written material produced in the course of The Business.

Terrorism

Any act or acts including but not limited to the use or threat of force and/or violence and/or harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological 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 Defined Territories

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

The Excess

The amount(s) specified in Your policy or The Schedule which You will bear. You will repay any such amount paid by Us.

The Insured

- (1) You and Your personal representatives in respect of legal liability You incur
- (2) At Your request, including the personal representatives of these persons
 - (a) any director, partner or Employee of Yours
 - (b) the officers, committees and members of Your canteen, social, sports, educational and welfare organisations, 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 conditionsfor legal liability for which You would have been entitled to cover if the claim had been made against You.

Each covered party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be covered.

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 Products Supplied and Pollution or Contamination The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

The Territorial Limits

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

The Works

All works completed or to be completed by You or on Your behalf including all materials incorporated or to be incorporated, plant, tools, equipment and temporary buildings used, or to be used, for the period during which You are responsible under contract conditions.

Policy Conditions

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

Alteration of Risk

If 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 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.

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.

Cancellation

- (1) 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
- (2) 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 (1) or (2) above and provided that there have been no

- (a) claim(s) made under the policy for which We have made a payment
- (b) claim(s) made under the policy which are still under consideration
- (c) 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.

- (3) 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.
- (4) 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

- (a) claim(s) made under the policy for which We have made a payment
- (b) claim(s) made under the policy which are still under consideration
- (c) 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.

Contribution

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

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

Applicable to all other Sections insured by this Policy

- (1) 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.
- (2) 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.
- (3) 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.

Discharge of Liability

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

Fraud

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 if a false declaration or statement is made or if a fraudulent device is used in support of a claim We may at Our option avoid the policy from the inception of this insurance or repudiate the claim or cancel the policy from the date of the claim or alleged claim and repudiate the claim.

Identification

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

Index Linking

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted at Renewal, for movements in the indices. The following indices shall apply unless otherwise specified by Us:

- (1) 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.
- (2) 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. These adjustments will continue during the Period of Insurance, period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay for Claims.

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.

Reinstatement

When We decide, or are required to reinstate or replace any property, You will at Your expense provide plans, documents, books, and/or any 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.

Subrogation

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

Policy Exceptions

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

We will not provide cover 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 Property Damage, Business All Risks, Money and Assault, Goods in Transit, Contract Works, Business Interruption Sections, when insured by this policy
 - (2) exceptions (1) (a) (b) and (c) do not apply to the Terrorism and Employers' Liability Sections, when insured by this policy
 - (3) exception (1) (b) does not apply to the Public and Products Liability Section when insured by this policy.
- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability 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,

- (1) exception (2) (b) does not apply to the Employers' Liability and Public and Products Liability Sections when insured by this policy
 - (2) in relation to the Employers' Liability Section, exception (2) (a) only applies when You under a contract or agreement have undertaken to
 - (a) indemnify another party, or
 - (b) assume the liability of another party.
 - (3) exceptions (2) (a) and (2) (b) do not apply to the Terrorism Section when insured by this policy
- (3) Money, negotiable instruments and specie, securities and bonds, jewellery, precious stones and metals, bullion, furs, curios and antiques, rare books, works of art, goods held in trust or on commission, documents, manuscripts, business books, computer systems records, explosives and hazardous substances, property in transit unless specifically mentioned.

However, Exception (3) does not apply to the Terrorism, Employers' Liability, Public and Products Liability and Commercial Legal Protection Sections, when insured by this policy

- (4) any claim which arises directly or indirectly from or consists of the failure or inability of any
 - (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
 - (b) media or systems used in connection with anything referred to in (4) (a) abovewhether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

- (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 the Property Damage, Business All Risks, Money and Assault, Goods in Transit, Contract Works, Business Interruption Sections, but only to the extent that such claim would otherwise be insured under that Section.
- (2) exceptions (4) (a) and (4) (b) do not apply to the Terrorism and Employers' Liability Sections when insured by this policy.

Definition

The following definition only applies to this exception

'Defined Contingency'

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

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 an alternative Definition is stated to apply. A defined word or phrase will start with a capital letter each time it appears in the policy, except when used in the sections of this policy headed 'Policy Introduction', 'Contents', 'Contact Details for Claims and Help', 'Complaints Procedure' and 'Important Information' and in headings and titles.

Aggregate Deductible Limit

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

Buildings

The building including:

- (1) landlords' fixtures and fittings, annexes and outbuildings
- (2) walls, gates and fences, car parks, barriers, forecourts, roads and pavements
- (3) underground pipes, cables and wires.

Combined Deductible

The amount specified in The Schedule for which You will be responsible in respect of any one occurrence and which will be deducted from the total amount payable under any one or a combination of the Sections of this policy, after the application of all other terms and conditions of this policy including any Average condition.

The Schedule will state if a Deductible is combined and which Sections it applies to.

In the event of any Aggregate Deductible Limit being exceeded, then the amount shown in The Schedule as the Drop-Down Deductible will be deemed to be the Deductible in respect of all claims during the remainder of the Period of Insurance.

Deductible amounts are exclusive of any Limits of Liability stated in The Schedule and/or policy unless otherwise stated.

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.

Data

All information which is electronically stored or represented, or 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 of 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.

Debris Removal

Costs and expenses necessarily incurred by You with Our consent for removal of debris, dismantling, demolishing, shoring or propping up of the parts of property which have suffered Damage insured under this Section.

We will not provide cover for costs or expenses

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

Deductible(s)

The amount specified in The Schedule for which You will be responsible and which will be deducted from each and every claim, after the application of all other terms and conditions of this policy including any Average condition.

In the event of any Aggregate Deductible Limit being exceeded, then the amount shown in The Schedule as the Drop-Down Deductible will be deemed to be the Deductible in respect of all claims during the remainder of the Period of Insurance.

Deductible amounts are exclusive of any Limits of Liability stated in The Schedule and/or policy unless otherwise stated.

Defined Contingencies

- (1) fire
- (2) lightning
- (3) explosion

- (4) aircraft and other aerial and/or spatial devices or articles dropped from them
- (5) earthquake
- (6) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (7) storm or flood
- (8) escape of water from any tank apparatus or pipe
- (9) falling trees
- (10) impact by any vehicle or animal or by goods falling from either
- (11) escape of fuel from any fixed oil heating installation
- (12) malicious persons other than thieves
- (13) malicious persons other than thieves but only where involving entry into or exit from The Premises by forcible and violent means
- (14) theft or attempted theft
- (15) theft or attempted theft but only where involving entry into or exit from The Premises by forcible and violent means
- (16) theft involving violence or threat of violence to You, Your partners, directors or Employees.

Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

Drop-Down Deductible

The amount shown in The Schedule which replaces the Deductible during the remainder of the Period of Insurance, in the event of an Aggregate Deductible Limit being exceeded.

Employee(s)

Any person who is

- (1) under a contract of service or apprenticeship with You, borrowed by or hired to You, a labour master or supplied by a labour master, employed by labour only sub-contractors, self-employed, under a work experience or training scheme, a voluntary helper while working under Your control in connection with The Business
- (2) outworker or homeworker when engaged in work on Your behalf.

Excess / Excesses

The amount(s), to be deducted after the application of any Average condition, specified in Your policy or The Schedule which We will deduct from each and every claim at each separate premises. You will repay any such amount paid by Us.

Failure

Any partial or complete reduction in the performance, availability, functionality or the ability to recognise or process any date or time of any Computer and Electronic Equipment, electronic means of communication or website.

Fees

Architects' surveyors, consulting engineers' legal and other fees necessarily incurred in the reinstatement of Property Insured following Damage by any contingency insured against but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorised under the scales of the various institutions and/or bodies relating to such charges.

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.

Machinery Plant and All Other Contents

Machinery and plant, fixtures and fittings, garden furniture and All Other Contents, Your property or held by You in trust including your interest in any Tenants improvements, fixtures and fittings, structural alterations, additions and decorations.

Money

Any physical coin and/or bank currency note, postal and money order, bankers' draft, cheque and giro cheque, crossed warrant, bill of exchange and securities for money, postage, revenue, national insurance and holiday with pay stamp, national insurance and holiday with pay card, national saving certificate, war bond, premium savings bond and franking machine impression, credit company sales voucher, luncheon voucher and trading stamp, VAT invoice, all of which are current and legal tender.

Non-Ranking Deductible

The amount of non-ranking deductible will be shown in The Schedule. Any claims below this amount will not contribute to the erosion of the Aggregate Deductible Limit.

Claims above the non-ranking deductible amount, up to the amount of the Deductible, will contribute towards the erosion of the Aggregate Deductible Limit in full.

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.

Prescribed Territories

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

Stock and Materials in Trade

Stock and Materials in Trade belonging to You or held by You in trust or on commission for which You are responsible, at The Premises. Declarations, if applying, will be stated in The Schedule.

The Business

Activities directly connected with the business specified in The Schedule.

The Premises

The premises specified in The Schedule.

The Schedule

The document(s) 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.

Unattended Vehicle

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.

Unoccupied

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.

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.

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

- β We will acknowledge your complaint promptly.
- β 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.

Financial Services Compensation Scheme

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

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to

Financial Services Compensation Scheme

10th Floor, Beaufort House

15 St Botolph Street

London

EC3A 7QU

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.

Material Facts

Please remember that all material facts must be disclosed. Failure to do so could invalidate the policy. A material fact is one that is likely to influence an insurer in the acceptance and assessment of the application. You must therefore inform the insurer of any circumstances of which the insurer may not be aware. If you are in any doubt as to whether a fact is material then it should be disclosed to the insurer. If there have been any changes in any material fact that have arisen since this insurance was taken out or last renewed please inform your insurance adviser.

Each renewal invitation is made on the basis of the information we have at the time it is issued. We may revise or withdraw it if, before the date your renewal takes effect, any event occurs that gives rise to a claim or alters the material facts under this insurance, even if we are notified after your renewal date.

A specimen copy of the policy wording is available on request. You should keep a record (including copies of letters) of all information supplied to the insurer for the purposes of the renewal of this insurance. A copy of the completed application will be supplied on request within a period of three months after its completion.

Disclosures should be clear and specific. The insurer will not be deemed to have knowledge of any information generally referred to (for example the contents of company websites listed in the risk presentation) or any matter not expressly drawn to our attention.

Data Protection Act - Information Uses

For the purposes of the Data Protection Act 1998, the Data Controller in relation to any personal data you supply is Aviva Insurance Limited.

Insurance Administration

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agents, by reinsurers and your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

In assessing your application now or at renewal, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). Similar checks may be made in assessing any claims made.

Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

Credit Searches and Accounting

In assessing your application/renewal, to prevent fraud, check your identity and to maintain its policy records, the insurer may search files made available to it by credit reference agencies who may keep a record of that search. The insurer may also pass to credit reference agencies information it holds about you and your payment record. The information will be used by other credit lenders for making credit decisions about you and the people with whom you are financially associated for fraud prevention, money laundering prevention and for tracing debtors.

The insurer may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by the insurer, acceptance or rejection of your application/renewal will not depend only on the results of the credit scoring process.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims that arise, the insurer may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application/renewal you will signify your consent to such information being processed by the insurer or its agents.

Marketing

Aviva group, its agents and business partners may use your information to keep you informed by post, telephone, facsimile, e-mail, text messaging or other means about products and services that may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed. By providing us with your contact details, you consent to being contacted by these methods for these purposes. If you do not wish to receive marketing information, please write to Aviva, FREEPOST, Mailing Exclusion Team, PO Box 6412, Derby, DE1 1SB.

Fraud Prevention and Detection

In order to prevent and detect fraud we may at any time

- β Share information about you with other organisations and public bodies including the Police
- β Undertake credit searches and additional fraud searches
- β Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We can supply on request further details of the databases we access or contribute to. If you require further details please contact us.

We and other organisations may also search these agencies and databases to

- β Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household
- β Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies
- β Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.

Claims History

- β Under the conditions of your policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.
- β We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

You should show these notices to anyone who has an interest in the insurance under the policy.

If You Have a Complaint

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please contact your insurance adviser or usual Aviva point of contact. We are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

Our Regulatory Status

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are registered as: Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH and our firm's reference number is 202153.

You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting www.fca.org.uk or by contacting them on 0800 111 6768.

Business Introduction

If an intermediary has arranged your business with us and you need to discuss any issues regarding their service, you should contact them.

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

Making a Claim

Should you need to make a claim under this policy, please call 0800 015 1498.

Copy Policy Availability

A policy booklet was issued at the commencement of your cover, however if you would like to receive a new policy booklet please let us know by contacting your insurance adviser or usual Aviva point of contact.

Telephone Call Recording

For our joint protection telephone calls may be recorded and/or monitored.



Terms of Business Agreement

Royminster Ltd t/a Green Insurance Group, Green Campbell Fisk, Green Special Risks, South Downs Commercial, Graham Edwards, Stenning Insurance Services, Blackmore Heath, Amateur Sports Insurance, Abbey Associates, Abbey Commercial, Graysons Commercial Insurance Services, Haslemere Associates, Hastings Insurance Centre.

About us

The above companies are trading styles of Royminster Ltd registered at 10 London Road, Bexhill-On-Sea, East Sussex TN39 3JU. Royminster Ltd is authorised and regulated by the Financial Conduct Authority. Our FCA Firms Registration Number is 305828. We are permitted to arrange, advise on, deal as an agent of insurers and clients and assist in claims handling with respect to non-investment insurance policies. You can check these details on the FCA's Register by visiting the FCA's website <http://www.fca.org.uk/register/> or by contacting the FCA on 0800 111 6768 (freephone).

Our Service to you

Our service includes arranging your insurance cover with insurers to meet your requirements, helping you with any ongoing changes you have to make and assisting you with any claims that may occur.

How we make our selection

In respect of policies that you arrange via our website(s) we do not give you advice as to whether this product is suitable for meeting your specific demands and needs; you must therefore carefully read the policy and other documentation, and particularly the section on exclusions and limitations, to determine whether this product is right for you. Our website(s) provide access to a limited number of insurers.

In respect of policies that are not arranged via our website(s), after assessing your needs, we will provide you with advice and recommendations on the basis of either:

Fair Analysis of market – this means we have compared products from a sufficiently large range of insurance providers in terms of cover, price, quality of service & other relevant features in order to select the appropriate policies for you.

Limited number of insurers - Caravan Insurance, Motor Breakdown Insurance, Motorcycle Insurance, Personal Accident & Sickness Insurance, Pleasure Craft Insurance, Commercial Legal Expenses and Travel Insurance. Please ask us for a list of insurers we offer products from.

Single Insurer - Lorega for Commercial Claims Management and Broker Direct Elite for Household Legal Protection and Motor Legal Protection.

Your duty to provide information

Consumers- where the main purpose of your insurance cover is not related to your trade, business or profession

When applying for or amending your insurance policy, we and/or your insurer will ask a number of questions to assess the risk prior to agreeing cover. You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. The reason why this is extremely important is that if you fail to tell us or the insurer something when asked, or, if you answer carelessly or act deliberately in making misrepresentations when answering questions, your policy may leave you with no insurance protection; insurers may not pay a part or all of your claim and may cancel your policy. You may find it difficult to re-arrange cover because you did not tell an insurer everything when asked, and you will have to disclose this fact when you reapply for insurance.

You should check all details on any proposal form or Statement of Facts.

Commercial Clients (or consumers where the main purpose of your insurance cover is related to your trade, business or profession)

You have a duty to disclose all material facts fully, completely and accurately, whether or not we and/or the insurer asks for specific information. This duty applies throughout the life of your policy, including when changes occur, when you make a claim and when you renew your insurance. Material facts are any facts which may influence the insurer's decision to accept the policy and/or what terms are applied.

The reason why this is extremely important is that if you fail to tell us something, your policy may leave you with no insurance protection; insurers may not pay any claims and may cancel your policy. You will find it difficult to re-arrange cover because you did not tell an insurer everything, and you will have to disclose this fact when you reapply for insurance.

You should inform us immediately of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. If you are unsure about any matter, please contact us for guidance.

You should check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign.

Insurance Documents

You should read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention should be paid to any endorsements, warranties and conditions as failure to comply with them could invalidate your policy.

How to cancel

You may have a statutory right to cancel a policy within a short period of having commenced such a policy through us. Please refer to your policy summary or your policy document for further details. If you cancel within the statutory cancellation period (where this applies) subject to there having been no claims, you will receive a pro rata refund of premium from the insurer. Insurers are also entitled to make an administrative charge. In addition, we may keep an amount which reflects the administrative costs of arranging and cancelling the policy. Details of these amounts are given in Fees and Charges below. Please note that some policies are on a minimum deposit basis and refunds may not be possible.

If you wish to cancel outside the statutory cancellation period (where this applies) you may not receive a pro rata refund of premium. In addition, we may also keep an amount that reflects the administrative costs of arranging and cancelling the policy (see Fees and Charges below).

Fees and charges

In addition to commission from the insurers or product providers we usually charge a fee for our services of up to £50 for policy set up and up to £50 for renewal but you will always be informed of any such charge before you purchase a policy. **Our fees are non-refundable even if you cancel your policy.** During the term of the policy we may charge up to £25 for issuing duplicate documents and up to £25 for changes to your policy. In the event of a return premium following a cancellation or mid-term adjustment of an insurance policy, we will forward the return premium due to you after deducting any commission reclaimed by the insurance company and a charge of up to £25.

Some cases can involve extensive work to administer and will require variable fees to be charged. In such cases, any fees will be agreed with you in advance of them being incurred.

Protecting your information

All personal information about you will be treated as private and confidential (even when you are no longer a customer), except where the disclosure is made at your request or with your consent in relation to administering your insurance or where we are required by law.

Some or all of the information you supply to us in connection with your insurance proposal may be passed to insurance and other companies for underwriting, claims and premium collection purposes. Your data will be held in accordance with the Data Protection Act 1998, under which you have a right of access to see personal information about you that is held in our records, whether electronically or manually. If you have any queries, please write to Mr D Coleman, Managing Director at the above address.

We may pass information we hold about you to Stenning Insurance Services Ltd who will also use this to provide information to you about other products and services which they feel may be appropriate to you.

If you do not wish to receive marketing information from us or Stenning Insurance Services Ltd, please write to us at the above address.

To make sure you get the best offer from insurers, now or at any renewal or at any time and to protect their customers from fraud and to verify your identity, they may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organisations. Their search will appear on your credit report whether or not your applications proceed.

As well as these searches insurance companies may use a credit check to ascertain the most appropriate payment options for you. This credit check will also appear on your credit report whether or not your applications proceed

Insurers pass information to the Claims and Underwriting Exchange run by Insurance Database Services Limited and to the Motor Insurance Antifraud & Theft register run by the Association of British Insurers. The purpose is to check information provided and also to prevent fraudulent claims.

Motor insurance details are added to the Motor Insurance Database that helps identify uninsured drivers and may be searched by the Police to confirm who is insured to drive. In the event of an accident, the database may be used by insurers and the Motor Insurers Bureau to identify relevant policy details.

Employers' details and their Employers' Liability insurance are added to the Employers' Liability Database (ELD) to help trace employers and their insurers should an employee need to make a claim.

By accepting this Terms of Business Agreement, you are giving your consent for us to use your information in this way.

Payment Methods

We normally accept payment by BACS, cash, cheque, debit or credit card. Debit cards are accepted at no charge. Credit Cards are accepted but we will make a charge of 2.5%. WE DO NOT ACCEPT AMEX OR DINERS. You may have the option to spread your payments via instalments. Full details about your payment options will be provided in writing to you.

Protecting your money

Prior to your premium being forwarded to the insurer and for your protection, we hold your money as agent of the insurer in which case your policy is treated as being paid for.

For the rare case where risk transfer does not operate and Royminster Ltd are not authorised to act as agent of the insurer for the purpose of handling premiums, you will be asked to make payment of the premium direct to the insurer.

There may also be cases where another insurance intermediary is used by us to place cover with an insurer. In this instance we will advise you of the intermediary used and the ultimate insurer.

By accepting this Terms of Business Agreement, you are giving your consent for us to operate in this way.

How to claim

Failure to notify incidents in accordance with policy conditions may invalidate your insurance cover. It is therefore important that you contact us immediately should you become aware of any incident that could give rise to a claim. If you are uncertain whether an incident should be notified to us or not we strongly advise that you contact us on 0845 6120111.

If a third party is involved, you must not admit liability or agree to any course of action until you receive confirmation of such action from us or your insurers.

Complaints

It is our intention to provide a high level of service at all times. However if you have reason to make a complaint about our service you should contact Mr D Coleman, Managing Director in writing at Royminster Ltd, 10 London Road, Bexhill-on-Sea, East Sussex TN39 3JU or call 01424 221888. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service by telephone on 0800 234 567 and further information is available at <http://www.financial-ombudsman.org.uk/>. If you do decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected. A copy of our complaints procedure is available if required

Compensation arrangements

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 020 7892 7300 or by visiting <http://www.fscs.org.uk/>.

Law, Jurisdiction and third party rights

This agreement, which sets out the terms of our relationship with you, will be governed by and construed in accordance with English Law and any dispute arising under it shall be subject to the exclusive jurisdiction of the English courts.

Unless otherwise agreed between us in writing, no term of this agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999.

Block Transfers

In respect of some classes of insurance we may operate block insurance arrangements in order to provide competitive terms. On occasions it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial for our clients.

This Terms of Business Agreement constitutes both your acceptance that we may do this and your prior request for us to do so.

Liability

Where you are a business or we are arranging insurance cover for your business:

We do not in any circumstances seek to limit our liability for any death or personal injury caused by our negligence, for fraud or for any other liabilities which cannot be excluded or restricted by law.

Subject to that, our liability to you (for breach of contract, for any tortious liabilities such as negligence or breach of statutory duty, or for any other liability):

- is limited to losses, damages, costs and expenses ("**losses**") caused by our negligence or our deliberate breach of this agreement;
- excludes all indirect and consequential losses, and lost profits, internal costs, and reputational damage;
- excludes all losses arising due to the acts or omissions of any other person;
- excludes all losses arising because you provided us with incomplete, misleading or false information;
- excludes all losses arising because you did not read any proposal form, statement of facts or other insurance documents issued to you; and
- in aggregate, for all losses in any way connected with any of the services provided to you under this agreement (including interest) shall not exceed £3,000,000.

We warrant that we will provide our services to you using our reasonable care and skill. Otherwise, all warranties, conditions and other terms implied by statute or common law are, to the extent permitted by law, excluded from this agreement.

You are responsible for all losses, damages, costs and expenses we incur, as a result of your negligence or your breach of this agreement.

Where we are arranging insurance cover for you as a consumer

We do not in any circumstances seek to limit our liability for any death or personal injury caused by our negligence or for fraud or for any other liabilities which cannot be excluded or restricted by law.

Subject to that, our liability to you (for breach of contract, for any tortious liabilities such as negligence or breach of statutory duty, or for any other liability):

- is limited to losses, damages, costs and expenses you incur ("**losses**") caused by our negligence or our breach of this agreement;
- is limited only to those losses which are reasonably foreseeable by us;
- excludes all loss of profits and any other business losses;
- excludes all losses arising due to the acts or omissions of any other person (unless we were negligent in not correcting those acts or omissions);
- excludes all losses arising because you provided us with incomplete, misleading or false information (unless we were negligent in not realising that such information was incomplete, misleading or false);
- excludes all losses arising because you did not read any proposal form, statement of facts or other insurance documents issued to you; and
- in aggregate, for all losses in any way connected with any of the services provided to you under this agreement (including interest) shall not exceed £1,500,000.

We warrant that we will provide our services with reasonable care and skill, within a reasonable time, and substantially as described in this agreement. We do not make any other promises or warranties about our services.

You are responsible for all losses, damages, costs and expenses we incur, as a result of your negligence or your breach of this agreement.

Changes to your Commercial Combined Insurance Policy you need to know about before you renew

This notice tells you about changes to your policy which will take effect from your renewal date as shown on your schedule. Please ensure you read the changes carefully (together with your policy wording), as they will form part of your contract of insurance, and keep them together with your other policy documents.

Insurance Act 2015

The Insurance Act 2015 comes into force on 12th August 2016 and applies to all policies governed by the laws of England and Wales, Scotland and Northern Ireland that are entered into or varied on or after that date. The key elements of the Act are as follows:

β **A new duty of fair presentation of your risk details**

The Act defines a new structured approach of how details of your business should be presented to us at each renewal or variation of your policy (the duty of fair presentation). Your primary duty is still to tell us about all information you know or ought to know that would affect our judgement in deciding whether to write your cover, and on what terms. Failing that, you must give us enough information so that we know that we need to ask further questions. The Act sets out whose knowledge within your business should be sought and the sort of information you ought to know. The Act also requires that you provide the information in a suitable manner.

β **Changes in the way non-disclosure or misrepresentation of your risk details are dealt with**

If a fair presentation is not made, the Act introduces a system of proportionate remedies based on what we would have done had a fair presentation been made. We will still be able to avoid (i.e., cancel from its start date) a policy (and retain the premium) if the failure to make a fair presentation was deliberate or reckless.

For other cases, what we may do depends on how we would have acted had we been provided with the correct details. So, if we would not have provided any cover, we may avoid the policy and refund the premium. If we would have charged a higher premium, we may proportionately reduce any claim. If we would have required different terms in the policy, it will be treated as though it contains those terms.

β **Removal of basis of contract clauses**

Basis of contract clauses are no longer allowed. These have the effect of turning information a customer provides to an insurer into warranties, which in turn means that if that information turns out to be incorrect then the policy is automatically terminated, even if trivial or immaterial to the risk.

β **Revised remedies for breach of certain policy terms**

The Act changes the way that certain customer obligations operate within a policy. Where the failure to fulfil the obligation used to result in us having no liability, now it will lead to a temporary suspension of cover for the period that the obligation is not being met. However, once the obligation is being fulfilled, cover will be provided again. In addition, where there has been non-compliance with a term which would tend to reduce the risk of a particular type of loss, then we won't refuse any claim if you can show that the non-compliance could not have increased the risk of the loss that actually occurred.

β **Changes in the way fraudulent claims are dealt with**

If a fraudulent claim is made, we won't be liable to pay the claim (including any honest element of the claim) and we may recoup any amount we have paid out on that claim. We may also cancel the policy from the point when the fraudulent act was committed, but we will still be liable for any losses before that point.

Where the insurance is on a group insurance basis (and so provides cover to a number of persons), the new way of handling fraud will apply only to the person who committed the fraudulent act, and won't affect cover for the others.

Please speak to your insurance adviser if you have further questions on how the Act affects your business.

We have made the following changes to your policy wording to reflect the new Act.

Contract of Insurance (including IMPORTANT wording)

Your existing Contract of Insurance wording is replaced as follows:

The Contract Of Insurance

The policy, the information You have provided and/or the application form, the statement of fact, 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 provide the cover set out in this policy, 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.

Policy Conditions

Your existing Fraud condition is replaced as follows:

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:

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us to You in respect of the claim,
- (3) 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 (3) 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:

- (1) refuse to pay the claim,
- (2) recover any sums paid by Us to You in respect of the claim (from You or such person depending on who received the sums or who benefited from the cover provided),
- (3) by notice to You and such person cancel the policy 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 (3) 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.

Your existing Non-disclosure, Misrepresentation or Misdescription policy condition is replaced as follows:

Non-Disclosure, Misrepresentation of Misdescription

(1) Before this policy was entered into

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

- β where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- β where the breach was neither deliberate nor reckless, and but for the breach:
 - β 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
 - β 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
 - β 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.

(2) Before a variation was agreed

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

- β 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;
- β where the breach was neither deliberate nor reckless, and but for the breach:
 - β 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
 - β 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

- ß 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 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.

Breach of Term / Terms not relevant to the actual loss

We have introduced the following to confirm that your policy wording aligns with the Act in terms of application of warranties/conditions:

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:

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

Statement of Fact

We have amended our Statement of Fact document to reflect the new Act and give guidance on how to present your risk in a fair manner and what a material circumstance could include.

