

# Motor Enthusiast Club Policy



## Introduction

Thank You for choosing Aviva as Your insurer.

This is Your Motor Enthusiast Club Scheme policy, setting out Your insurance protection in detail.

Your premium has been based upon the information shown in The Schedule and recorded in the written application You have signed and/or declaration You have made. Please read it carefully to make sure that it meets Your requirements and that the details on The Schedule are correct.

If after reading Your policy You have any questions, please contact Adrian Flux.

# Contents - a guide to Your policy

This policy booklet consists of individual Sections. It should be read in conjunction with The Schedule which indicates both the Sections You are insured under and gives precise details of the extent of Your insurance protection.

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## The Contract of Insurance

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

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 contact Adrian Flux Insurance Services. 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 Adrian Flux when You renew this policy.**



Underwritten by

**Aviva Insurance Limited.**

Registered in Scotland, No. 2116.

Registered Office: Pitheavlis, Perth PH2 0NH.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

# Complaints Procedure

## Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

## What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

## What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting Adrian Flux Insurance Services. 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 (FOS) at:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Telephone:  
0800 023 4567 (free from landlines) or  
0300 123 9123

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

## Important Information

### Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). 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.

For compulsory classes of cover e.g. Employers Liability you would be covered in full for any claim; for any other type of claim, you would be covered for all of the first £2,000 and 90% of the remainder; in each case, without any upper limit.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to 10th Floor, Beaufort House, 15 Botolph Street, London EC3A 7QU.

### Choice of Law

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

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

### Customers with Disabilities

This policy and other associated documentation is also available in large print, audio and Braille. If you require any of these formats please contact Adrian Flux Insurance Services on 01553 845994 or write to East Winch Hall, East Winch, King's Lynn, Norfolk, PE32 1HN.

### Making a claim – Telephone Contact Points

Should you need to make a claim under this policy, please contact us using the appropriate telephone number shown below:

- Adrian Flux – Claims: 08700 764841
- Aviva – Claims: 0845 301 2139

### Use of Language

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

### Telephone Call Recording

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

## Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless 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.

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

### Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment data processing equipment information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

### Cyber Vandal

The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

### Data

All information which is

- (1) electronically stored, or
- (2) electronically represented, or
- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data,

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

### Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

### Denial of Service Attack

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

## Employee

Any person who is

- (1) under a contract of service or apprenticeship with You
- (2) borrowed by or hired to You
- (3) a labour master or supplied by a labour master
- (4) employed by labour only sub-contractors
- (5) self employed
- (6) under a work experience or training scheme
- (7) a voluntary helper

while working under Your control in connection with The Business

- (8) an outworker or homeworker when engaged in work on Your behalf.

## Failure

Any partial or complete reduction in the

- (1) performance, or
- (2) availability, or
- (3) functionality, or
- (4) the ability to recognise or process any date or time,  
of any
  - (a) Computer and Electronic Equipment
  - (b) electronic means of communication
  - (c) web site.

## Loss of Data

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

## Malicious Contingency

- (1) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.
- (2) malicious persons other than thieves and Cyber Vandals.

## Money

Current

- (1) coin, bank and currency notes
- (2) postal and money orders, bankers drafts, cheques and giro cheques
- (3) crossed warrants, bills of exchanges and securities for money
- (4) postage, revenue, national insurance and holiday with pay stamps
- (5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions
- (6) credit company sales vouchers, luncheon vouchers and trading stamps
- (7) VAT invoices.

## **Period of Insurance**

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

## **Specified Contingency**

fire

lightning

explosion

aircraft and other aerial devices or articles dropped from them

earthquake

storm or flood

escape of water from any tank apparatus or pipe

falling trees

impact

escape of fuel from any fixed oil heating installation

## **The Business**

Activities directly connected with the business specified in The Schedule.

## **The Premises**

The premises specified in The Schedule.

## **The Schedule**

The document which specifies details of The Policyholder, The Premises, Property Insured and any Excesses, Endorsements and Conditions applying to the policy.

## **Virus or Similar Mechanism**

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

## **We/Us/Our/Aviva**

Aviva Insurance Limited.

## **You/Your/The Policyholder**

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

# Sections which comprise Your policy

## Operative only if stated in The Schedule

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# Asset Protection

## Business All Risks Section

### Definitions

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

The following definitions apply to this Section and will keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Damage

Accidental loss or destruction of or damage to the Property Insured.

### Defined Contingency

fire

lightning

explosion

aircraft and other aerial devices or articles dropped from them

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

malicious persons other than thieves

earthquake

storm or flood

escape of water from any tank, apparatus or pipe

falling trees

impact

escape of fuel from any fixed oil heating installation.

### Excess/Excesses

The amount or amounts shown in Your policy or The Schedule which We will deduct for each and every claim at each separate location. You will repay any such amount paid by Us.

## Property Insured

Property insured as detailed in The Schedule

## Cover

We will indemnify You in respect of Damage occurring during the Period of Insurance.

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

- (1) the Sum Insured on each item  
or
- (2) the Total Sum Insured  
or
- (3) any other maximum amount payable or Limit of Liability specified in The Schedule.

## Clauses

The following clauses apply to this Section.

### Automatic Reinstatement of Sum Insured

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You or give written notice to the contrary.

You must pay the additional premium needed to reinstate the Sum Insured.

## Basis of Claims Settlement – Reinstatement

Unless otherwise stated in The Schedule, in the event of Damage the basis upon which We will calculate the amount We will pay for any claim will be the reinstatement of the Property Insured lost, destroyed or damaged, subject to the following conditions

- (1) If Property Insured under any Buildings, Block of flats, furniture, Machinery or Tenants alterations Item described in The Schedule, other than pedal cycles, personal items, rent or motor vehicles if insured, is lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better than or more extensive than, its condition when new.

If such Property Insured is damaged, We will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

However, We will not pay more than We would have done if the property had been completely destroyed.

- (2) The Property Insured may be replaced on another site and in a manner suitable to Your needs, but this must not increase Our liability.
- (3) All work must begin and be carried out as quickly as possible.
- (4) If, at the time of replacement or repair 85% of what it would have cost to replace the whole of the Property Insured under that Item, is greater than the Sum Insured at the time the Damage occurred, You will be liable to bear a proportionate share of the loss.
- (5) We will not pay under this Clause
  - (a) until You have incurred the cost of replacing or repairing the Property Insured
  - (b) if You, or someone acting on Your behalf have insured the property under another policy which does not have a similar basis of reinstatement
  - (c) if You do not comply with any of the terms of this clause.

## Exclusions

The following exclusions apply to this Section.

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

We will not indemnify You in respect of

- (1) Damage caused by or consisting of
  - (a) an existing or hidden defect
  - (b) gradual deterioration or wear and tear
  - (c) frost or change in the water table level
  - (d) faulty design or faulty materials used in its construction
  - (e) faulty workmanship, operating error or omission by You or any employee
  - (f) explosion of a boiler (other than a boiler being used for domestic purposes), vessel, machine or apparatus in which the internal pressure is due to steam only and which You own or control
  - (g) the bursting of
    - (i) a boiler
    - (ii) other equipmentnot being used for domestic purposes where the internal pressure is due to steam only and belongs to You or is under Your control.  
However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.
- (2) Damage caused by or consisting of
  - (a) (i) corrosion, rust or rot
  - (ii) shrinkage, evaporation or loss of weight
  - (iii) dampness or dryness
  - (iv) scratching
  - (v) vermin or insects
  - (vi) mould or fungus

- (b) change in
  - (i) temperature
  - (ii) colour
  - (iii) flavour
  - (iv) texture or finish
- (c) nipple or joint leakage or failure of welds
- (d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
- (e) mechanical or electrical breakdown or derangement.

However, We will indemnify You in respect of

- (i) Damage not otherwise excluded which itself results from a Defined Contingency or any other accidental cause
- (ii) any subsequent Damage which results from a cause not otherwise excluded.

- (3) Damage caused by pollution or contamination.

However, We will indemnify You in respect of Damage, not otherwise excluded, caused by

- (a) pollution or contamination which results from a Defined Contingency
- (b) a Defined Contingency which results from pollution or contamination.

- (4) Damage caused by or consisting of
  - (a) subsidence, ground heave or landslip unless resulting from fire, explosion earthquake or escape of water from any tank, apparatus or pipe
  - (b) normal settlement of new structures
  - (c) acts of fraud or dishonesty
  - (d) (i) disappearance
    - (ii) unexplained or inventory shortage
    - (iii) misfiling, misplacing of information or clerical error
  - (e) theft or attempted theft from any unattended motor vehicle unless there is evidence of forcible and violent entry into the vehicle.

- (5) Damage by fire resulting from its' undergoing any process involving the application of heat.

- (6) Damage resulting from its' undergoing any process of
  - (a) production or packaging
  - (b) treatment, testing or commissioning
  - (c) servicing or repair

However, We will indemnify You in respect of this Damage if it is caused by fire or explosion.

- (7) Damage while the building is unoccupied or disused caused by
  - (a) escape of water from any tank, apparatus or pipe
  - (b) malicious persons
  - (c) theft or attempted theft.

However, We will indemnify You in respect of such Damage if it is caused by fire or explosion.

- (8) Damage more specifically insured by You or on Your behalf.
- (9) consequential loss or damage.
- (10) (a) property insured by any marine policy  
(b) property which would be insured under any marine policy if this insurance did not exist.

However, We will indemnify You in respect of Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had this insurance not existed.

- (11) Damage to Money.
- (12) goods held in trust or on commission unless specifically mentioned in The Schedule.
- (13) the Excess stated in The Schedule.
- (14) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above.

**Terrorism means**

- (i) in respect of Damage occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de fact

- (ii) in respect of Damage occurring in any territory not specified in (i) above 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.

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

# Legal Liabilities

## Public and Products Liability Section

### Definitions

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

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

### Bodily Injury

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

### Compensation

Damages, including interest.

### Costs and Expenses

- (1) Fees for The Insured's legal representation at
  - (a) any Coroner's Inquest or Fatal Accident Inquiry
  - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) Costs and expenses incurred with Our written consent
- (3) Any claimant's legal costs for which The Insured is legally liable  
in connection with any event which is or may be the subject of indemnity under this Section.

### Damage

Physical

- (1) loss.
- (2) destruction.
- (3) damage.

### Personal Injury

- (1) Bodily Injury.
- (2) Wrongful
  - (a) arrest, detention or imprisonment.
  - (b) eviction.
  - (c) accusation of shoplifting.

### Pollution or Contamination

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

### Products Supplied

Anything which is

- (1) manufactured, sold, supplied, processed, altered or treated
- (2) repaired, serviced or tested
- (3) installed, constructed, erected or transported  
by You or on Your behalf and which is no longer in the custody or control of The Insured.

### Property

Material property.

## **Terrorism**

Any act or acts including but not limited to

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

## **The Defined Territories**

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

## **The Insured**

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

in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

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

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

## **The Limit of Indemnity**

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

In respect of

- (1) Products Supplied
- (2) Pollution or Contamination

The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

## **The Territorial Limits**

Anywhere in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands 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

- (1) all materials incorporated or to be incorporated
  - (2) plant, tools, equipment and temporary buildings used or to be used
- for the period during which You are responsible under contract conditions.

## Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation and
- (2) Costs and Expenses in respect of accidental
  - (a) Personal Injury
  - (b) Damage to Property
  - (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

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

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses. However, in respect of any claim brought in

- (1) the United States of America or any territory within its jurisdiction
  - (2) Canada
- the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

## Clauses

The following clauses apply to this Section.

### Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises.
- (2) Your first aid, fire, security and ambulance services.
- (3) Your participation in exhibitions.

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

We will indemnify The Insured in respect of

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

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

### We will not provide indemnity

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

## **Contractual Liability**

We will indemnify The Insured against liability in respect of accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

**We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.**

## **Cross Liabilities**

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

## **Defective Premises**

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

- (1) the Defective Premises Act 1972
- (2) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001

in connection with any premises which You previously owned or occupied for the purposes of The Business.

**We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.**

## **Legal Expenses arising from Health and Safety Legislation**

We will indemnify The Insured in respect of

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

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

**We will not provide indemnity**

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

## **Hired or Rented Premises**

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (including fixtures and fittings) within The Defined Territories which are hired, rented or loaned to The Insured in connection with The Business.

We will not provide indemnity in respect of

- (1) the first £250 of Compensation, Costs and Expenses in respect of such Damage caused other than by fire or explosion.
- (2) liability imposed on The Insured solely by reason of the terms of any hiring or renting agreement.
- (3) Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by The Insured.

## **Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007**

We will indemnify You in respect of

- (a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against You which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You.
  - (b) relate to any Employee.
- (3) in respect of any
  - (a) fines.
  - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

## Exclusions

The following exclusions apply to this Section.

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

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business.
- (2) the ownership, possession or use by or on behalf of The Insured of any
  - (a) aircraft, aerial device or hovercraft.
  - (b) watercraft exceeding 8 metres in length.
  - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy.
- (3) Damage to Property
  - (a) which You own or is loaned, leased, hired or rented to The Insured
  - (b) which is held in trust or in the custody or control of
    - (i) The Insured
    - (ii) any other party who is carrying out work on Your behalfother than in the circumstances described in the Hired.
  - (c) which requires to be insured under the terms of Clause 21.2.1. of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.
- (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating
  - (a) Products Supplied (other than Products Supplied under a separate contract).
  - (b) The Works.
- (5) recalling or making refunds in respect of
  - (a) Products Supplied.
  - (b) The Works.
- (6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.
- (7) 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) (a) liquidated damages.  
 (b) penalty clauses.  
 (c) fines.  
 (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (11) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied.
- (12) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
- (a) Terrorism  
 (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above
- except as stated in **Special Provision - Terrorism** below.
- In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (12)(a) and/or (12)(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 (12)(a) and (12)(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 £2,000,000 or any other amount specified in the policy for Public and/or Products Liability whichever is the lower.
- (13) the amount of Compensation, Costs and Expenses shown in The Schedule as applying in respect of each and every event resulting in Damage to Property.  
 You will reimburse any such amount paid by Us.
- (14) (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.
- (15) Products Supplied which The Insured knew, knows or could be expected to know would be used within the United States of America or Canada.
- (16) the work carried out on motor vehicles.
- (17) Products Supplied other than
- (a) the sale or supply of food and drink  
 (b) the supply of office requisites  
 (c) the disposal of furniture and office equipment previously used in the course of The Business  
 (d) club merchandise and memorabilia.
- (18) Exhibitions or events organized by You.
- (19)(a) firework displays or bonfires  
 (b) bouncy castles and other inflatable devices  
 (c) the operation of mechanically powered passenger carrying amusement devices.

- (20) any activity arising out of the organization or sponsorship of, or participation in, any motor
  - (a) competition
  - (b) trial
  - (c) performance test
  - (d) race
  - (e) trial of speed
 whether between vehicles or otherwise and irrespective of whether this takes place on any circuit or track
- (21) The organization or participation in processions
- (22) the use of any
  - (1) electric, oxy-acetylene or similar welding or cutting equipment.
  - (2) cutting and grinding equipment using abrasive disks or wheels.
  - (3) blow lamp, blow torch, hot air gun or hot air stripper.
  - (4) asphalt, bitumen, tar or pitch heater.
  - (5) thermal lance.
- (23) errors, omissions or neglects in any
  - (a) advice given by You or on Your behalf
  - (b) (i) plan, survey report, certificate or any similar document
  - (ii) design, formula, instruction, specification
  - (iii) computer program
 prepared by, or on behalf of 'The Insured'.

## Conditions

The following conditions apply to this Section.

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

## 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.

## Exhibitions

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 ensure that in connection with any exhibition that you attend

- (1) You comply with any recommendation, instruction or requirement of the
  - (a) exhibition organizers
  - (b) relevant organizers
- (2) All exhibits are confined to the space allocated
- (3) engines are not left running whilst on display stands
- (4) any vehicle used for an exhibition must be allowed to cool down before commencing the exhibition
- (5) any vehicles displayed with the engine cover open are securely screened off from public interference
- (6) any generator must on an exhibition stand or display must be adequately secured

# Policy Conditions

Each Section of the policy contains conditions. They must be read in conjunction with the following Policy Conditions which apply to all Sections unless otherwise stated.

## (1) Alteration of Risk

We will at Our option avoid the policy from the inception of this insurance where

- (a) there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, accident or injury  
or
- (b) Your interest ceases except by will or operation of law

unless We have accepted the alteration.

## (2) Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be appointed in accordance with statutory provisions.

## (3) Cancellation

We may cancel the policy

- (a) by sending You 30 days written notice to Your last known address.  
  
We will refund a proportionate part of the premium paid for the unexpired period.
- (b) immediately if the premium has not been paid or if there has been a default under an installment or linked credit agreement.  
  
We will not refund any installment paid.

## (4) Claims Procedure

If in relation to any claim You have failed to fulfill any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) tell Us immediately of any event or occurrence which may result in a claim.
- (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.
- (c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury including the amount of the claim within
  - (i) 30 days  
or
  - (ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons  
of you becoming aware of the event or occurrence, or such further time that We may allow.
- (d) provide Us with all information and help We require in respect of the claim.
- (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.
- (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
- (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

## **(5) Contribution**

Applicable to the Public and Products Liability Section

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

Applicable to all other Section insured by this policy

- (b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
- (c) If other insurance is subject to a condition of Average and this policy is not this policy will become subject to the same condition of Average.
- (d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

## **(6) Discharge of Liability**

We may at any time pay

- (a) the Limit of Indemnity  
or
- (b) the Sum Insured  
or
- (c) a smaller amount for which a claim can be settled

after deduction of any sum already paid.

We will not be liable for any further payment except for costs and expenses incurred prior to the payment of the claim or with our consent.

## **(7) Fraud**

We will at Our option avoid the policy from the inception of this insurance or from the date of the claim or alleged claim, or avoid the claim

- (a) if a claim made by You or anyone acting on Your behalf to obtain a policy benefit is fraudulent or intentionally exaggerated, whether ultimately material or not  
or
- (b) a false declaration or statement is made or fraudulent device put forward in support of a claim.

## **(8) Identification**

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

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

The policy is voidable if there has been any misrepresentation, misdescription or failure to disclose any material fact by You or anyone acting for You.

## **(10) Reasonable Precautions**

If in relation to any claim You have failed to fulfill any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair.
- (b) take all reasonable precautions to prevent
  - (i) loss or destruction of or damage to the Property Insured.
  - (ii) accident or injury to any person or loss, destruction or damage to their property.

- (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.
- (d) keep books with a complete record of purchases and sales.

### **(11) Reinstatement**

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

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require.

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

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

### **(12) Subrogation**

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

- (a) enforce a right or remedy
- or
- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

### **(13) Index Linking**

- (a) Renewal.

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices. We may select alternative measures if any of these indices are unavailable

- (i) any building and tenants improvements item

The General Building Cost index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors

- (ii) other items

The Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department.

- (b) Claims.

These adjustments will continue during the

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

### **(14) Long Term Undertaking**

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

- (a) We shall be under no obligation to accept an offer made in accordance with such an undertaking

(b) the Sums Insured may be reduced at any time to correspond with any reduction in value or reduction in The Business.

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

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

## (15) Subjectivity

The policy, the application form, statement of fact and/or declaration made by You, and The Schedule, should be read together and form the contract of insurance between You (The Policyholder,) and Us (Aviva.)

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

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

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

(v) leave the policy or Section terms and conditions, and Your premium, unaltered.

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

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved:

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

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

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

## Policy Exclusions

Each Section of the policy contains exclusions. They must be read in conjunction with the following Policy Exclusions which apply to all Sections unless otherwise stated.

We will not provide indemnity in respect of

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
  - (a) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - (b) nationalisation, confiscation, requisition, seizure or destruction by any government or any public authority
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

However,

- (1) exception (1) (b) does not apply to the following Sections, when insured by this policy
  - (a) Public and Products Liability
- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability
  - (a) directly or indirectly caused by or contributed to by or arising from
    - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
    - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

- (b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
  - (i) dispersing radioactive material and/or ionising radiation
  - or
  - (ii) using atomic or nuclear fission and/or fusion or other like reaction.

However,

- (1) exception (2) (b) does not apply to the following Sections, when insured by this policy
  - (a) Public and Products Liability
- (3)
  - (a) Money
  - (b) securities or bonds
  - (c) jewellery or precious stones
  - (d) precious metals or bullion
  - (e) furs or curios
  - (f) rare books or works of art
  - (g) goods held in trust or on commission
  - (h) documents or manuscripts
  - (i) business books or computer systems records
  - (j) explosives
  - (k) property in transitunless specifically mentioned.

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

- (1) Public and Products Liability
- (4) any claim which arises directly or indirectly from or consists of the failure or inability of any
  - (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device

(b) media or systems used in connection with anything referred to in (a) above whether Your property or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to 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 any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section

(a) Property Damage

## Definition

The following definition only applies to this exception

‘Defined Contingency’

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

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

(a) Loss of Data.

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

(i) Business All Risks

Exception (5) (a) does not apply to the Public and Products Liability Section, when insured by this policy.

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

However, We will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and

Data Storage Materials, which is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section

- (i) Business All Risks





**Underwritten by**

Aviva Insurance Limited.

Registered in Scotland, No. 2116.

Registered Office: Pitheavlis, Perth PH2 0NH.

Authorised by the Prudential Regulation Authority and regulated by  
the Financial Conduct Authority and the Prudential Regulation Authority.