

Your Premier Motor Trade Policy

Policyholder

Policy Number

Thank You for choosing Aviva as Your insurer.

You are an important customer to Us and, to recognise this fact, there are a number of enhancements We have made to Your product. This document, which should be read as one document with Your policy wording and The Schedule, outlines these enhancements. **If a higher amount is stated in The Schedule as applying, then the limit in The Schedule shall continue to apply.**

Changes You need to know about before you renew

If you are an existing Premier customer, this part tells you about changes to your policy which will take effect from your renewal date as shown on your schedule.

Property Damage (where this section is insured)

- The sums insured for all items of buildings and all items of contents at each premises have been aggregated to form an overall sum insured. In the event of a claim, we will then uplift that total sum insured by 20% (or £500,000 if this is lower) and this is the most we will pay. Where items are insured on a declared value basis and at the time of a claim the declared value is less than the reinstatement cost the most we will pay is 108% of the declared value plus the 20% uplift (or £500,000 if this is lower).

Property Damage Clauses (where this section is insured)

- New Clauses have been added for Abandoned Vehicles, Claims Preparation Costs, Fire and Rescue Services, Inadvertent Failure to Insure, Insects Nest Removal, Japanese Knotwood, Legal Expenses for Eviction of Squatters, Loss Minimisation Costs and Prevention Expenditure, Moulds Models Patterns Tools and Dies, Preservation of Undamaged Property, Reinstatement of Data, Resilient Repairs, Trade Samples, Waiver of Average (RICS), and Waiver of Average - Machinery.
- Changing Locks, Debris Removal, and Debris Removal Recycling have been restated/amended.
- Limits for All Other Contents, Environmental Clause, Falling Trees, Incompatibility of Software Programs, Metered Services, Temporary Removal, Temporary Removal – Computer Equipment and Trace and Access have been restated/increased.

Business Interruption Additional Covers and/or Clauses (where this section is insured)

- New Additional Covers and/or Clauses have been added for Inadvertent Failure to Insure, Property Stored/Patterns, Public Relations Expenses, Research and Development Expenses, Specified Diseases Food Poisoning Vermin Pests and Defective Sanitation Murder or Suicide, Supply Chain Cover, Unspecified Customers, and Workplace Recovery Office Facilities
- Limits for Essential Personnel, Exhibitions, Lottery Winners, Motor Vehicles, Property in the Custody of Sub-Contractors, and Transit have been restated/increased.

Employers' Liability Clauses (where this section is insured)

- Limit under Payment for Court Attendance has been restated/increased.

Public and Products Liability Clauses (where this section is insured)

- Libel and Slander (In House Publications) has been added.
- Limit under Payment for Court Attendance has been restated/increased

Policy Conditions

- Non Disclosure, Misrepresentation or Misdescription has been restated.

Policy Extension

The limits stated in The Schedule for the following clauses have been increased/restated as specified below

First Period of Insurance - Cover Match Extension (only applicable to new business)

The maximum We will pay is £25,000 in respect of any one claim and in total for all claims made under this Extension.

Property Damage Section (where this Section is insured)

Aggregation and uplift of Buildings Sums Insured

The sum insured for Property Insured at each Premises which consists of Buildings, Architects Fees, Debris Removal Buildings, Existing Structures, Rent and Tenants Improvements have been combined to form one overall total sum insured.

In the event of a claim for one or any combination of these items, the most We will pay will be the total sum insured uplifted by 20% or £500,000 whichever is the lower.

Where the Declared Value is less than the cost of reinstatement of the Property Insured the most We will pay is 108% of the Declared Value uplifted by 20% or £500,000 whichever is the lower.

Aggregation and uplift of Contents Sums Insured

The sum insured for Property Insured at each Premises excluding Buildings, Architects Fees, Debris Removal Buildings, Existing Structures, Rent and Tenants Improvements have been combined to form one overall total sum insured.

In the event of a claim for one or any combination of these items, the most We will pay will be the total sum insured uplifted by 20% or £500,000 whichever is the lower.

Where the Declared Value is less than the cost of reinstatement of the Property Insured the most We will pay is 108% of the Declared Value uplifted by 20% or £500,000 whichever is the lower.

Property Damage Clauses

The following clauses are added to this Section.

Abandoned Vehicles

We will pay for the reasonable costs for which You are responsible for clearing and removing any vehicle illegally deposited in or adjacent to the Buildings insured under this policy.

The maximum We will pay for any one premises or for any one Period of Insurance is £2,500.

We will not provide cover for the first £100 for each and every loss.

Claims Preparation Costs

We will pay reasonable and supportable costs, including the costs of using external consultants, following Damage, which You incur for the preparation, presentation, certification and/or verification of an individual or combined Property Damage and/or Business Interruption claim in excess of £100,000 resulting from any one loss.

The maximum We will pay in respect is £50,000 any one Period of Insurance.

You have the option of appointing external consultants on a direct basis as agreed by Us at the inception of the policy

Fire and Rescue Services Charges

We will pay for Fire and Rescue Services or other emergency services charges for which You are responsible following Damage insured by this policy.

The maximum We will pay for any one claim is £50,000

Inadvertent Failure to Insure

We will provide cover for Damage to:

- (1) New Buildings and/or Machinery and Plant
- (2) Alterations, additions, improvements to Buildings and/or Machinery and Plant

whether owned or leased by You in the Prescribed Territories where either You have

- (1) an obligation to insure whether owned or leased by You, but which have been inadvertently left uninsured, or
- (2) inadvertently failed to insure against all the cover insured by this Section, for the uninsured cover only.

The maximum We will pay in respect of any one premises is £500,000.

You must

- (1) advise Us in writing immediately You become aware of a building inadvertently left uninsured and pay the appropriate premium due from the date Our liability commenced
- (2) carry out a yearly check of all properties owned or leased by You and for which You are responsible to ensure that effective insurance is in force on each of them.

We will not provide cover for any appreciation in value

In respect of any Unoccupied premises insured under the provisions of this Clause, We will only cover You in respect of Defined Contingencies (1) to (6) and (10)

Insects Nest Removal

We will pay the cost of removing the nests of wasps, bees or hornets and other insects harmful to humans from The Premises.

The maximum We will pay in respect of any one claim is £2,500.

We will not pay the cost of removing such nests that were already in the Building prior to inception of this policy

Japanese Knotweed

We will pay for the reasonable costs for which You are responsible, with our prior consent, of eradicating the presence of Japanese Knotweed (*Fallopia Japonica*) or other hybrids of knotweed, listed under Schedule 9 of The Wildlife and Countryside Act 1981 or any subsequent amending legislation, from The Premises insured under this policy. In addition, We will pay costs to safely dispose of the waste in accordance with the provisions under the Environmental Protection Act 1990 (Duty of Care) Regulations 1991 or any subsequent amending legislation.

The maximum We will pay for any one Period of Insurance is £2,500. We will not pay the first £350 of each and every loss at The Premises.

Legal Expenses for Eviction of Squatters

We will pay legal costs and expenses payable to a lawyer or other suitably qualified person who has been appointed to act for You with Our prior agreement in any civil action to evict anyone in the Property Insured who does not have Your permission to be there.

All legal proceedings will be dealt with by a Court or other body that We agree to within the Prescribed Territories.

The maximum We will pay in any one Period of Insurance is £5,000.

We will not pay

- (1) for any dispute where the cause of the action arises within 90 days of the inception date of this policy
- (2) for any dispute where the cause of the action involves Your tenant
- (3) for any dispute which is recoverable under the Commercial Legal Protection Section of this policy where insured.

Loss Minimisation Costs and Prevention Expenditure

We will pay for costs and expenses, following Damage at The Premises, incurred by You with Our prior consent to provide necessary additional physical protection to prevent further Damage.

The maximum We will pay in any one Period of Insurance is £50,000.

We will not pay

- (1) more than the reduction in Damage avoided by the expenditure
- (2) for costs otherwise incurred in complying with the Action You Must Take Condition - Reasonable Precautions and Maintenance of Property

Moulds Models Patterns Tools and Dies

We will provide cover for moulds, models, patterns, templates, drawings, jigs, tools and dies belonging to You or for which You are responsible, while at

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- (1) The Premises
 - (2) any other premises not in Your occupation
 - (3) in transit to and from any premises by road, rail or inland waterway

in the Prescribed Territories and whilst temporarily removed anywhere within the European Economic Area for up to 12 consecutive months, but only for the value of the materials and the cost of labour spent in reproducing them.

Where Damage occurs outside of The Prescribed Territories, cover will be restricted to Defined Contingencies (1), (2) and (3).

The maximum We will pay in respect of (2) and (3) is £250,000 any one claim.

Preservation of Undamaged Property

We will pay, following Damage at The Premises, necessary and reasonable additional costs and expenses to protect undamaged property that forms part of the Property Insured by the dismantling and removal of such undamaged property and to transport it to and from a storage facility on or off the site or the application of screening or coverings whilst the undamaged property remains in-situ.

The maximum We will pay is £25,000 any one claim.

Reinstatement of Data

We will pay for necessary and reasonable costs and expenses to reinstate Data used in connection with Building management or control systems following Damage.

The maximum We will pay in respect of any one claim is £5,000.

You must store Data, software or programs and maintain adequate back up copies by backing up

- (1) the original disks or media and storing in a fire resistant safe or in a secure location away from The Premises
- (2) the Data produced by the software or programs not less than once a day or any other period agreed by Us.

The integrity of the Data backup must be validated using operating system routines or checks produced by the software supplier.

Resilient Repairs

We will provide cover for the additional costs of reinstatement incurred with Our consent following Damage for the sole purpose of improving the resilience of the Property Insured to future loss, destruction or damage, Damage from a similar cause, including but not limited to

- (1) modifying design and/or materials
- (2) relocating equipment,
- (3) obtaining appropriate expert advice

in respect of Property Insured suffering Damage and undamaged portions thereof

The maximum We will pay You in respect of this clause for any one claim is £50,000 or 10% of the Damage before the application of this clause whichever is the smaller and £100,000 in total during the Period of Insurance.

We will not provide cover for

- (1) additional costs arising for work already planned by You and which was due to be carried out during the Period of Insurance
 - (2) the additional cost of complying with any European Union legislation, Act of Parliament, or by-laws of any public authority
 - (3) additional costs where funds are available from any public authority
 - (4) any charge or assessment arising from capital appreciation following any improvement in the Property Insured.
 - (5) the first 25% of any additional costs
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Trade Samples

We will provide cover for Damage to trade samples whilst anywhere in the European Economic Area including whilst in transit.

The maximum We will pay is £25,000 any one claim.

Waiver of Average (RICS)

We will not make an adjustment for Average condition irrespective of what may otherwise be stated in the Basis of Claim Settlement Clause that may be applicable to the Building(s) item where You have

- (1) taken all reasonable steps to ensure that the Building(s) item Sum Insured is adequate, and
- (2) obtained a valuation for the Building(s), that has been calculated as the cost of reinstating the Building(s) as defined within the Policy Definitions including debris removal costs and associated professional fees, from a Royal Institute of Chartered Surveyors professional or such other person agreed by Us within the three years prior to the date of the Damage, and
- (3) adjusted the Sum Insured in line with the valuation, and
- (4) made annual adjustments of the Sum Insured based on the General Building Cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors or alternative index as may be agreed by Us in writing.

We will request a copy of the valuation at the time of a claim.

Waiver of Average – Machinery

We will not make an adjustment for Average condition irrespective of what may otherwise be stated in the Basis of Claim Settlement Clause that may be applicable to the Machinery and Plant item where You have

- (1) taken all reasonable steps to ensure that The Machinery and Plant item(s) Sum Insured is adequate and
 - (2) within two years prior to the date of the Damage obtained a valuation of The Machinery and Plant that has been calculated as the cost of reinstating The Machinery and Plant including debris removal costs and associated professional fees from a professional valuation service or such other person agreed by Us and
 - (3) adjusted the Sum Insured in line with the valuation and
 - (4) made annual adjustments of the Sum Insured based on the Producer Price Index for Homes Sales of Manufacture Products or such alternative index as may be agreed by Us in writing
 - (5) adjusted the Sum Insured to include the cost of reinstating as new any Machinery and Plant purchased after the valuation and can demonstrate such adjustment is fair and accurate.
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Property Damage Clauses

The following clauses are amended and restated as follows

Changing Locks

We will pay additional costs, following theft or attempted theft, for replacement locks and keys including but not limited to digital access cards, safe keys or safe combination access codes from The Premises, Your and directors' homes and Your authorised Employees' homes or following theft involving violence or threat of violence to You or an Employee.

The maximum We will pay for any one claim is £25,000

Debris Removal and Debris Removal – Recycling are replaced by

Debris Removal & Debris Removal Recycling

The Sum Insured for each Item on Buildings, Machinery and Plant and Stock and Materials in Trade includes

- (1) costs and expenses for the removal of debris, dismantling, demolishing, shoring or propping up
- (2) additional costs and expenses for the sorting and segregation of recyclable materials and removal to recycling facilities

which You incur with Our consent for those parts of the Property Insured which have suffered Damage.

We will not provide cover for costs and 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
- (3) where a specific Item exists for removal of debris under this Section.

Property Damage Clauses

The limits stated in The Schedule for the following clauses have been increased/restated as specified below

All Other Contents

The maximum We will pay for

- (1) Data Storage Materials is £50,000 for any one claim
- (2) Documents, manuscripts, business books, models, moulds, patterns, plans and designs is £250,000 any one claim
- (3) wines, spirits, cigarettes and tobacco held at The Premises for Your own private and business entertainment purposes
- (4) pedal cycles and other personal items (excluding Vehicles) belonging to You or Your directors, partners, Employees, customers or visitors but only if not otherwise insured

is up to the sum insured for Property Insured at each Premises excluding Buildings, Architects Fees, Debris Removal, Existing Structures, Rent and Tenants Improvements

- (5) rare books, antiques, paintings, or other works of art is £10,000 for any one item
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Environmental Clause

The maximum amount We will pay under this Clause during the Period of Insurance is £50,000.

Falling Trees

The maximum We will pay in respect of any one claim is £5,000.

Incompatibility of Software Programs

The maximum We will pay in respect of any one claim is £50,000

Metered Services

The maximum We will pay in respect of any one claim is £50,000

Temporary Removal

The maximum We will pay is £250,000 any one claim

Temporary Removal – Computer Equipment

The maximum We will pay for any one or all claims arising out of one cause is

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|--|---------------------------|
| (1) Theft or unattended theft of Portable Equipment from an unattended vehicle | as stated in The Schedule |
| (2) Theft or attempted theft of Portable Equipment | as stated in The Schedule |
| (3) Any other Damage | £50,000 |
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Trace and Access

The maximum We will pay is £50,000 any one claim

Business Interruption (where this Section is insured)

Business Interruption – Additional Covers and/or Clauses

The following Additional Covers and/or Clauses are added to this section

Inadvertent Failure to Insure

We will provide cover for loss resulting from interruption or interference with The Business following Damage to premises, whether owned or leased by You in the Prescribed Territories where either You have:

- (1) an obligation to insure but which have been inadvertently left uninsured, or
- (2) inadvertently failed to insure against all the cover insured by this Section, for the uninsured cover only.

You must:

- (1) advise Us in writing immediately You become aware of a building inadvertently left uninsured and pay the appropriate premium due from the date Our liability commenced.

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- (2) carry out a yearly check of all properties owned or leased by You and for which You are responsible to ensure that effective insurance is in force on each of them.

We will not provide cover for any appreciation in value.

Property Stored/Patterns

We will provide cover for loss resulting from interruption of or interference with The Business as a result of Damage to

- (1) Your property while stored in at any premises, and/or
- (2) Your patterns, jigs, models, templates, moulds, dies, tools, plans, drawings and designs, including those for which You are responsible, while at the premises not occupied by You in the Prescribed Territories and the European Economic Area.

Where Damage occurs outside of the Prescribed Territories cover is restricted to Defined Contingencies (1), (2) and (3).

The maximum We will pay for (1) in any one Period of Insurance is £250,000.

The maximum We will pay for (2) in any one Period of Insurance is £100,000 .

This Clause does not apply in respect of any other Business Interruption Clause or Additional Cover and the amount payable as stated in The Schedule is inclusive of any amounts payable under the provisions of any other Clauses stated in The Schedule.

Public Relations Expenses

We will pay, following Damage, additional public relations costs and expenses necessary and reasonably incurred with Our consent to maintain the reputation of The Business.

The maximum We will pay under this Clause for any one claim is £25,000.

Research & Development Expenses

We will provide cover for expenditure necessarily and reasonably incurred to

- (1) reconstitute records, and/or
- (2) re-work projects

to restore existing research development projects of The Business to a state substantially similar to that which existed before the date of the Damage.

The maximum we will pay under this clause in any one Period of Insurance is £250,000.

If in relation to any claim under this Additional Cover for Damage You have failed to fulfil the following condition, We will not pay that claim.

You must ensure that all Your research and development records are either

- (1) kept in fire resisting safes or cabinets when not being actively worked upon, and
 - (2) duplicate copies are retained away from The Premises.
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Specified Diseases, Food Poisoning, Vermin Pests and Defective Sanitation, Murder or Suicide

We will provide cover in respect of interruption or interference with The Business during the Period of Insurance following

- (1) a Specified Disease occurring at The Premises or within five miles from the boundary of The Premises
- (2) any person contracting an illness caused by food or drink poisoning, which is directly attributable to food or drink supplied from The Premises
- (3) the discovery of an organism at The Premises which is likely to result in any person contracting an illness caused by food or drink poisoning or a Specified Disease
- (4) the discovery of vermin or pests, or any accident causing defects in the drains or other sanitary arrangements, at The Premises
- (5) any occurrence of murder or suicide at The Premises which restricts the use of or results in closure of The Premises on the order or advice of the competent authority, and directly results in a reduction in the Turnover of The Business or where insured by this Section, a reduction in Revenue, Fees, or Rentals.

The provisions of any Automatic Reinstatement Clause do not apply in respect of this Additional Cover

We will not provide cover

- (1) at The Premises, if in relation to any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease You have failed to ensure compliance at all times with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-0-7176-1772- 6 or any supplementary, replacement or amending Code of Practice.
- (2) for any costs incurred in cleaning, repair, replacement, recall or checking of property
- (3) for reduction in the turnover of any premises, or where insured by this Section, a reduction in Revenue, Fees, or Rentals caused by
 - (a) any occurrence of a Specified Disease not at The Premises or not within the distance in miles from the boundary of The Premises stated in The Schedule
 - (b) food poisoning, vermin, pest, defective sanitation, murder or suicide, not occurring at The Premises.

The maximum We will pay is £50,000 any one loss unless otherwise specified

Definitions

For the purposes of this Additional Cover, the following definitions apply

Indemnity Period

The period during which the results of The Business are affected due to the accident, occurrence or discovery starting from the date The Premises are closed or their use restricted and ending not later than the Maximum Indemnity Period.

Maximum Indemnity Period

Three months

Specified Disease

- (1) Any of the following diseases contracted by any person Acute encephalitis, Acute poliomyelitis, Anthrax, Chicken pox, Cholera, Diptheria, Dysentery, Erysipeloid, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Lyme Disease, Malaria, Measles, Meningitis, Meningococcal septicaemia, Mumps, Ophthalmia neonatorum, Paratyphoid fever, Puerperal fever, Plague, Rabies, Relapsing fevers, Rubella, Scarlet fever, Smallpox, Tetanus, Toxoplasmosis, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis, Whooping cough or Yellow fever.
- (2) Viral haemorrhagic fever caused by the following Lassa virus, Junin virus, Machupo virus, Sabia virus, Guanarito virus, Ebola virus, Marburg virus, Crimean-Congo haemorrhagic fever virus, Hanta virus, Rift Valley fever virus, Yellow fever virus or Dengue virus

Supply Chain Cover

We will provide cover for loss resulting from interruption of or interference with The Business as a result of Damage at any premises of any business that The Business is dependant on for the supply of goods and/or services.

We will not provide cover for

- (1) Damage unless caused by Defined Contingencies (1), (2) or (3)
- (2) Damage at any premises of suppliers of electricity, gas, water or telecommunications services.

The maximum We will pay in any one Period of Insurance is £10,000.

This Clause does not apply in respect of any other Business Interruption Clause or Additional Cover and the amount payable as stated in The Schedule is inclusive of any amounts payable under the provisions of any other Clauses stated in The Schedule.

Unspecified Customers

We will provide cover for loss resulting from interruption of or interference with The Business as a result of Damage at any of Your customers premises within the Prescribed Territories and the European Economic Area.

Where Damage occurs outside of the Prescribed Territories cover is restricted to Defined Contingencies (1), (2) and (3).

The maximum We will pay in respect of any one loss is £250,000.

This Clause does not apply in respect of any other Business Interruption Clause or Additional Cover and the amount payable as stated in The Schedule is inclusive of any amounts payable under the provisions of any other Clauses stated in The Schedule.

Workplace Recovery Office Facilities

We will pay You following Damage at The Premises which results in You using such Workplace Recovery Office Facilities or IT Recovery Services for a period lasting more than 24 hours to either avoid or mitigate such interruption or interference with the Business either:

- (1) the current annual contract fee paid or required to be paid by You where You have in place prior to the Damage an external contract for the provision of Workplace Recovery Office Facilities or IT Recovery Services supplied by a disaster recovery services provider, or
- (2) additional costs of any similar replacement Workplace Recovery Office Facilities or IT Recovery Services where You have in place, Your own internal designated Workplace Recovery Office Facilities IT Recovery Services which results in You using, or temporarily losing the use of, Your own internal designated facilities or services.

The maximum We will pay in any one Period of Insurance is £50,000

Definitions

For the purposes of this Clause the following definitions apply

IT Recovery Services

Temporary Information Technology facilities.

Workplace Recovery Office Facility

Temporary replacement office accommodation and services

Business Interruption – Additional Covers and/or Clauses

The limits stated in The Schedule for the following Additional Covers and/or Clauses have been increased/restated as specified below.

Essential Personnel

The maximum We will pay in any one Period of Insurance is £50,000

Exhibitions

The maximum We will pay for any one loss is £100,000.

Motor Vehicles

The maximum We will pay for any one loss is £50,000.

Property in the Custody of Sub-Contractors

The maximum We will pay for any one loss is £50,000.

Transit

The maximum We will pay in respect of any one loss is £50,000.

Employers' Liability (where this Section is insured)

Employers' Liability Clauses

The limits stated in The Schedule for the following clauses have been increased/restated as specified below

Payment for Court Attendance

The maximum We will pay, per day, for You, each director, partner or Employee is £500

Public and Products Liability (where this Section is insured)

Public and Products Liability Clauses

The following clause is added to this Section

Libel and Slander (In House Publications)

We will provide cover to The Insured for Compensation Costs and Expenses as a result of any

- (1) libel in any In House Publication
- (2) slander made in the course of The Business
- (3) infringement of any trademark, registered design, copyright or patent right arising from the contents of any In House Publication
- (4) slander of title to goods.

This cover only applies to claims made against The Insured during the currency of this Clause or within 12 months of its expiry, provided the cause of the claim occurred while this Clause was in force.

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

The maximum We will pay, inclusive of Costs and Expenses, for any one claim or in any one Period of Insurance is £50,000 unless otherwise stated in The Schedule.

We will not provide cover for

- (1) withdrawing, recalling or replacing any In House Publication
- (2) liability imposed on The Insured solely by reason of the terms of any contract conditions or agreement.
- (3) actions brought in a court of law outside of The Defined Territories
- (4) ten percent of each and every claim

Definition

For the purposes of this clause, the following definition applies

In House Publication

Any written material produced in the course of The Business and solely distributed to Employees

Public and Products Liability Clauses

The limits stated in The Schedule for the following clauses have been increased/restated as specified below

Payment for Court Attendance

The maximum We will pay, per day, for You, each director, partner or Employee is £500

Policy Conditions

Non Disclosure, Misrepresentation or Misdescription

This Condition is replaced as follows:

(1) Before this policy was entered into

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

- (a) where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
 - (i) 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
 - (ii) 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

- (iii) At the Insured's option, either ;
- where We would have agreed to provide cover under this policy but would have charged a higher premium, You are required to pay the additional premium that we would have charged
- or,
- the maximum amount We will pay You in respect of any claim 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 presentation of the risk to Us before any variation to this policy was agreed, then:

- (a) 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
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
 - (i) 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
 - (ii) 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
 - (iii) We would have agreed to the variation but (i) would have increased the premium, or (ii) would have increased it by more than we did, or (iii) would not have reduced it or (iv) would have reduced it by less than We did, You are required to
 - in the case of (i), pay the additional premium that We would have charged
 - in the case of (ii), pay the difference between the additional premium that We actually charged and the additional premium that We would have charged
 - in the case of (iii), repay to Us any refunded premium
 - in the case of (iv), repay to Us the difference between the amount of premium We actually refunded and the amount of premium We would have refunded in each case with effect from the date the variation was made.

Or at the Insured's option:

- where We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, the maximum amount We will pay You in respect of any claim shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This clause operates in addition to any provisions relating to underinsurance in this policy

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.

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