

# Your Premier Property Owners 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 Involuntary Betterment, Resilient Repairs and Temporary Repair Costs.
- Changing Locks, Debris Removal, Debris Removal – Recycling, Exhibitions and Tenants Debris Removal have been restated/amended.
- Limits for Damage to Grounds, Environmental Clause, Fire Brigade Charges, Insects Nest Removal, Insured's Own Management Fees and Claims Costs, Japanese Knotweed, Local Authority Rates, Loss Minimisation Costs and Prevention Expenditure, Preservation of Undamaged Property, Temporary Removal, Tenants Abandoned Property, Theft of Computer and Audio Visual Equipment and Tree Felling and Lopping 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 Essential Personnel, Exhibitions, Lottery Winners, Public Relations Expenses, and Workplace Recovery Office Facilities
- Limits for Failure of Electricity Supply, Failure of Gas Supply, Failure of Water Supply, Failure of Telecommunications, Loss of Attraction – Lease, and Prevention of Access – Loss of Attraction (Rent), have been restated/increased.

### Employers' Liability Clauses (where this section is insured)

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

### Property Owners Liability Clauses (where this section is insured)

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

### Management Liability – Directors & Officers Clauses (where this section is insured)

- Limits for Additional Limit of Indemnity for Insured Persons, Additional Limit of Indemnity for Non Executive Directors, Bail Bond Costs, Court Deprived Assets Additional Costs, Crisis Event and Reputation Protection Costs, and Emergency Costs have been increased.

### Management Liability – Corporate Legal Liability Clauses (where this cover is insured)

- Limits for Bodily Injury and Corporate Manslaughter Defence Costs, Breach of Contract Defence Costs, Copyright Infringement Defence Costs, Crisis Event and Reputation Protection Costs, Health and Safety Investigation Costs and Identify Fraud Investigation Costs have been increased

### Policy Conditions

- Non Disclosure, Misrepresentation or Misdescription has been restated
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**The following Policy Extension has been added to Your policy and is subject to the definitions contained therein**

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

- (1) In respect of any claim intimated to Us where the cover provided under this policy is not as broad as or does not provide as high a limit(s) as Your Previous Policy, We will at Your request provide cover to You to the same extent as the cover which would have been provided under Your Previous Policy subject to the Limit of Liability stated within this Extension and subject otherwise to the Exceptions stated below.

This Extension of cover will only apply

- (a) where You supply Us with a copy of the Previous Policy when first making a claim under this Extension
  - (b) for a period of 12 months following inception of this policy.
- (2) The maximum We will pay is £25,000 in respect of any one claim and in total for all claims made under this Extension.

**Exceptions**

- (1) We will not provide cover to You under this Extension in respect of
- (a) any cover or Section that is shown as "Not Insured" in The Schedule
  - (b) any premises or property which was not insured under the Previous Policy
  - (c) any differences in cover between the Previous Policy and this policy which exist because You have requested Us to change, delete or reduce cover or limits under this policy
  - (d) any cover We have agreed with You will not be carried through from the Previous Policy and which We advised You of prior to and/or at inception of this policy
  - (e) any differences in cover between this policy and the Previous Policy, which You are notified of by Us, at inception of this policy and which arise as a result of any change in legislation, tax, reinsurance, or insurance industry market practice which has a material effect upon this policy
  - (f) any cover in respect of motor vehicles, trailers or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than as described in this policy.
- (2) There are certain exceptions and limits of cover contained in this policy which will always apply in the way described in this policy no matter what the equivalent exceptions and limits in the Previous Policy may have been. These are
- (a) the Policy Exceptions in Your Aviva Policy
  - (b) exceptions and limits which are described as relating to:
    - (i) in respect of Property Owners Liability (where this Section is insured) any legal liability to pay Compensation Costs and Expenses in respect of
      - exposure to
      - inhalation of
      - fears of the consequences of exposure to or inhalation of
      - the costs incurred by anyone to repair, remove, replace, recall, rectify, reinstate or manage (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
    - (ii) in respect of Property Damage, Business Interruption and Business All Risks (where these Sections are insured) any Damage resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss
      - Terrorism
      - civil commotion in Northern Ireland
      - any action taken in controlling, preventing, suppressing or in any way relating to Terrorism and/or civil commotion in Northern Ireland above

Where we allege that Damage results from Terrorism, the burden of proving that any such Damage is covered under this Extension will be upon You

- (iii) in respect of Employers' Liability and Property Owners Liability (where these Sections are insured) any legal liability to pay Compensation and Costs and Expenses in respect of any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - Terrorism
  - any action taken in controlling, preventing, suppressing or in any way relating to Terrorism above
- (iv) in respect of Property Owners Liability (where this Section is insured) any legal liability to pay Compensation and Costs and Expenses in respect of Pollution and 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.
- (v) in respect of Property Owners Liability (where this Section is insured) any legal liability to pay Compensation and Costs and Expenses in respect of advice, instruction, design, formula, specification, inspection, certification or testing performed or provided separately for a fee.
- (vi) in respect of Business Interruption (where this Section is insured) any interruption or interference with The Business caused by any disease unless a Specified Disease as described in the Aviva Policy
- (vii) in respect of Property Damage, Business Interruption and Business All Risks (where these Sections are insured)
  - Loss of Data
  - any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with
    1. Virus or Similar Mechanism,
    2. Denial of Service Attack,
    3. unauthorised access to or use of Computer and Electronic Equipment.

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

- (viii) in respect of Property Owners Liability (where this Section is insured) any legal liability to pay Compensation and Costs and Expenses in respect 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
  - Virus or Similar Mechanism
  - Denial of Service Attack
  - 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.

- (3) This Extension does not apply to the following Sections when insured by this policy
  - (a) Computer
  - (b) Electronic Equipment
  - (c) Engineering

### Definitions

For the purposes of this Policy Extension, the following definition applies

### Previous Policy

Your policy (including its schedule and endorsements) in force for the Period of Insurance immediately prior to the inception date of this policy.

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## 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.

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### 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.

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## Property Damage Clauses

**The following clauses are added to this Section.**

### Involuntary Betterment

Where We are unable to replace of a like kind and quality We will replace, following Damage, Property Insured with property which is as similar as possible and capable of performing the same function(s). Such property will not be considered, for the purposes of assessing cover, as being better or more extensive than the damaged Property Insured when new.

The maximum We will pay in respect of any one claim is £100,000.

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### 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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### Temporary Repair Costs

We will pay costs, following Damage, necessarily and reasonably incurred in making temporary repairs to the Property Insured.

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

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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

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**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.
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### Exhibitions

We will provide cover for Damage to Your models, exhibition stands, furniture, promotional goods, Stock and Materials in Trade and/or Machinery and Plant while

- (1) at any exhibition, not exceeding 7 days.
- (2) in the course of demonstration, construction, erection or dismantling at any such exhibition
- (3) in transit

in the European Economic Area.

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

We will not pay You in respect of Damage caused by or happening through defective or inadequate packing, insulation or labelling, evaporation or ordinary leakage, delay, inadequate documentation or shortage in weight

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### Tenants Debris Removal

We will pay for costs necessarily and reasonably incurred following Damage at The Premises for the removal of contents debris including fixtures and fittings not Your Property for the purpose of accelerating the reinstatement of The Premises.

The maximum We will pay in respect of any one claim is up to the sum insured for Property Insured at each Premises excluding Buildings, Architects fees, Debris Removal, Existing Structures, Rent and Tenants Improvements

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## Property Damage Clauses

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

### Damage to Grounds

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

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### Environmental Clause

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

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**Fire Brigade Charges**

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

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**Insects Nest Removal**

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

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**Insured's Own Management Fees and Claims Costs**

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

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**Japanese Knotweed**

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

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**Local Authority Rates**

The maximum We will pay for any one claim is £10,000.

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**Loss Minimisation Costs and Prevention Expenditure**

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

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**Preservation of Undamaged Property**

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

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**Temporary Removal**

The maximum We will pay is 20% of the item Sum Insured

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**Tenants Abandoned Property**

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

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**Theft of Computers and Audio Visual Equipment**

The maximum We will pay in respect of any one claim will be the Sum Insured under the Machinery and Plant item.

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**Tree Felling and Lopping**

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

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## **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**

**Essential Personnel**

We will only pay the additional costs and/or expenses You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover, Revenue, Fees, or Rentals as insured by this Section during the Indemnity Period which but for such additional costs and/or expenses would have taken place caused by:

- 1) death of any of Your Principals,  
or
- 2) total and permanent disablement of any of Your Principals, which prevents them from attending to their normal occupation due to injury caused by accidental and violent means.

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

**Definitions**

The following definition applies to this Clause

**Principals**

Any person who is an owner, partner, company director or trustee of The Business

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**Exhibitions**

We will provide cover for loss resulting from interruption or interference with The Business following Damage arising at any situation where You are exhibiting or are contracted to exhibit goods or services, including Your Insured Property, at or while in transit to or from any such situation in the European Economic Area.

We will also pay any costs or expenses You have necessarily and reasonably incurred in connection with any exhibition which You cannot otherwise recover.

The maximum We will pay for any one loss 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.

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### **Lottery Winners**

We will provide cover for the additional costs and/or expenses You incur, including but not limited to, recruitment and additional overtime costs and the cost of employing temporary staff for amounts in excess of permanent full time rates of payment, where an Employee or group of Employees resign from their post(s) within The Business as a direct consequence of them securing a win in a Lottery.

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

We will not provide cover unless the Employee or group of Employees resign within 14 days from the date of the successful Lottery win, and the amount won is in excess of £100,000.

### **Definitions**

For the purposes of this Clause, the following definitions apply:

#### **Indemnity Period**

The period during which The Business results are affected due to an Employee or group of Employees resigning from their post(s) within The Business as a direct consequence of their securing a win in a Lottery, starting from the date of the first resignation and ending no later than the Maximum Indemnity Period.

#### **Lottery**

UK National Lottery Prize Draws including Scratchcards, UK National Football Pools, Euro Millions Lottery, Irish National Lottery and UK Premium Bond Prize Draws.

#### **Maximum Indemnity Period**

1 month.

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### **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.

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### **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



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## **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.

### **Failure of Electricity Supply, Gas Supply and Water Supply**

The maximum We will pay in respect of any one loss is £1,000,000.

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### **Failure of Telecommunications**

The maximum We will pay in respect of any one loss is £1,000,000.

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### **Loss of Attraction - Lease**

The maximum We will pay in respect of any one loss is £25,000.

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### **Prevention of Access – Loss of Attraction (Rent)**

The maximum We will pay in respect of any one loss is £25,000.

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## **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

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## **Property Owners Liability (where this Section is insured)**

### **Property Owners 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

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## **Management Liability (where this Section is insured)**

### **Directors & Officers Cover**

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#### **Directors & Officers Liability Clauses**

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

##### **Additional Limit of Indemnity for Insured Persons**

Our total liability under this clause for all Insured Persons which is in addition to the Limit of Indemnity and in the aggregate during the Period of Insurance is £250,000

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##### **Additional Limit of Indemnity for Non Executive Directors**

Our total liability under this clause for all non-executive directors of the Company which is in addition to the Limit of Indemnity and in the aggregate during the Period of Insurance is 15% of the Limit of Indemnity

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##### **Bail Bond Costs**

Our total liability under this clause for all Insured Persons is £250,000

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##### **Court Deprived Assets Additional Costs**

Our total liability under this clause for all Insured Persons is £250,000



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### **Crisis Event and Reputation Protection Costs**

Our total liability under this clause for all Insured Persons is £250,000

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### **Emergency Costs**

The percentage of the limit of indemnity in respect of Emergency Costs is 15% and not as otherwise shown in The Schedule.

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## **Corporate Legal Liability Cover (where this Cover is insured)**

### **Corporate Legal Liability Clauses**

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

#### **Bodily Injury and Corporate Manslaughter Defence Costs**

Our total liability under this clause is £250,000. This Cover will only apply in excess of any other more specifically relevant and collectable insurance and/or indemnification available from any other source.

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#### **Breach of Contract Defence Costs**

Our total liability under this clause is £250,000

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#### **Copyright Infringement Defence Costs**

Our total liability under this clause is £250,000

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#### **Crisis Event and Reputation Protection Costs**

Our total liability under this clause is £250,000

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#### **Health and Safety Investigation Costs**

Our total liability under this clause is £250,000

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#### **Identity Fraud Investigation Costs**

Our total liability under this clause is £100,000

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## **Claims Conditions**

**The preamble to the Claims Conditions is deleted and replaced as follows;**

### **IMPORTANT NOTICE**

If, in relation to any Claim, the Company or any Insured Person fails to fulfil or observe the requirements imposed upon it by any of the Claims Conditions, other than Claims Notification (2), the Company or any Insured Person will lose their right to indemnity or payment for that Claim.

The details for the provision of any written notice are deleted and replaced as follows;

The Senior Claims Manager  
 Aviva Corporate and Speciality Risk  
 St Helens  
 1 Undershaft  
 London EC3P 3DQ  
 Tel. 020 7157 2569  
 Email : prclms@aviva.co.uk

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## **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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