

Your Premier Construction Sector 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, Involuntary Betterment, 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, Temporary Repairs, and Waiver of Average - Machinery.
- Changing Locks, Debris Removal, Exhibitions and Lamps Signs and Nameplates have been restated/amended.
- Limits for All Other Contents, Environmental Clause, Falling Trees, Theft of Computer and Audio Visual Equipment, Temporary Removal, Theft Damage to Buildings, Trade Samples 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 in the Custody of Sub Contractors, 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, Transit and Workplace Recovery Office Facilities.
- Limits for Essential Personnel, Exhibitions, Full Failure of Electricity Supply, Full Failure of Gas Supply, Full Failure of Water Supply, Full Failure of Telecommunications, Lottery Winners, Prevention of Access, Unspecified Customers and Unspecified Suppliers have been restated/increased.

Contract Works Clauses (where this section is insured)

- Limits for Fire Brigade Charges, Loss of Keys, Loss Minimisation, Temporary Repairs have been restated/increased.

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

- Libel and Slander (In House Publications) has been added.

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 Public and Products 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 Public and Products 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 Public and Products 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 Public and Products 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 Public and Products 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.

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

Environmental Clause

We will provide cover for additional costs in respect of losses in excess of £10,000 necessarily and reasonably incurred with Our consent, in rebuilding or repairing Buildings at The Premises in a manner that aims to improve energy efficiency following Damage.

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

We will not provide cover

- (1) for the additional cost of complying with any European Union legislation, Act of Parliament, or byelaws of any public authority
- (2) for work planned before the Damage or costs for replacing undamaged property
- (3) for any Unoccupied Building
- (4) if You elect not to rebuild or repair the Building.

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

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.

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

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- (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.
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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
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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

- (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

Temporary Repair Costs

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

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

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.

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 is 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.

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

Lamps Signs and Nameplates

We will provide cover for Damage to lamps, signs and nameplates at The Premises or within 1 mile from the boundary of The Premises.

The maximum amount We will pay is the amount that would have been payable had the Building or Machinery Plant and All Other Contents been rebuilt, replaced or repaired.

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, plans and designs is £250,000 any one claim
- (3) wines, spirits, cigarettes and tobacco held at The Premises for private and business entertainment purposes
- (4) pedal cycles, tools and other personal items belonging to You or any of Your directors, members, Employees, customers or visitors but only if they are 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.

Capital Additions

The maximum We will pay under this clause in respect of any one premises is 20% of the total Buildings and Machinery and Plant Sum Insured or £1,000,000.

Damage to Grounds

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

Falling Trees

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

Fire and Security Equipment

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

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

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.

Temporary Removal

The maximum We will pay is £500,000 any one claim

Theft Damage to Buildings

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

Trace and Access

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

Trade Samples

The maximum We will pay is £25,000 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

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.

Full Failure of Electricity Supply

We will provide cover following the accidental failure of Your supply of electricity at the terminal ends of Your supplier's feed to The Premises in the Prescribed Territories which interrupts or interferes with The Business during the Period of Insurance.

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

We will not provide cover for any accidental failure

- (1) caused by the deliberate act of any supplier of electricity or caused by the exercise of any supplier's of electricity power to withdraw or restrict supply or services
- (2) caused by any industrial action
- (3) lasting less than four consecutive hours but this will not apply for accidental failure resulting from Damage to any generating sub-station of Your supplier of electricity in the Prescribed Territories or France.

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.

Full Failure of Gas Supply

We will provide cover following the accidental failure of Your supply of gas at the terminal ends of Your supplier's feed to The Premises in the Prescribed Territories which interrupts or interferes with The Business during the Period of Insurance.

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

We will not provide cover for any accidental failure

- (1) caused by the deliberate act of any supplier of gas or caused by the exercise of any supplier's of gas power to withdraw or restrict supply or services
- (2) caused by any industrial action
- (3) lasting less than four consecutive hours but this will not apply for accidental failure resulting from Damage to any land based premises of Your supplier(s) of gas and any natural gas producer directly linked to Your supplier(s) of gas in the Prescribed Territories.

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.

Full Failure of Telecommunications

We will provide cover following the accidental failure of Your supply of telecommunications and internet services at the incoming line terminals or receivers at The Premises in the Prescribed Territories which interrupts or interferes with The Business during the Period of Insurance.

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

We will not provide cover for any accidental failure

- (1) caused by the deliberate act of any supplier of telecommunications and internet services or caused by the exercise of any supplier of telecommunications and internet services power to withdraw or restrict supply or services
- (2) caused by any industrial action
- (3) caused by drought, atmospheric or weather conditions but this will not exclude accidental failure due to Damage to equipment caused by such conditions
- (4) caused by the failure of any satellite
- (5) lasting less than 24 consecutive hours.

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

Full Failure of Water Supply

We will provide cover following the accidental failure of Your supply of water at the terminal ends of Your supplier's feed to The Premises in the Prescribed Territories which interrupts or interferes with The Business during the Period of Insurance.

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

We will not provide cover for any accidental failure

- (1) caused by the deliberate act of any supplier of water or caused by the exercise of any supplier's of water power to withdraw or restrict supply or services
- (2) caused by any industrial action
- (3) caused by drought or other weather conditions unless equipment has been damaged
- (4) lasting less than four consecutive hours but this will not apply for accidental failure resulting from Damage to any water works or pumping station of Your supplier(s) of water in the Prescribed Territories.

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.

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.
- (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

Prevention of Access

We will provide cover for loss resulting from interruption or interference with The Business as a result of Damage to property within one mile of the boundary of The Premises which physically prevents or restricts access to or use of The Premises.

The maximum We will pay in respect of any one loss is 100% of the Sum Insured stated in The Schedule

We will not provide cover for any interruption or interference lasting less than 12 consecutive hours.

Property in the Custody of Sub Contractors

We will provide cover for loss resulting from interruption of or interference with The Business as a result of Damage to Your property, or property for which You are responsible whilst temporarily in the custody or control of Your sub-contractors at any premises within the Prescribed Territories

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

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.

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.

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.

Transit

We will provide cover for loss resulting from interruption of or interference with The Business as a result of Damage to Your property while in transit by road, rail or inland waterway 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 in respect of any one Period of Insurance 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.

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.

Unspecified Suppliers

We will provide cover for loss resulting from interruption of or interference with The Business as a result of Damage at any premises of Your contracted suppliers of goods and/or services 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.

We will not provide cover for Damage at any premises of suppliers of electricity, gas, water or telecommunications services.

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 respect of 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

Lottery Winners

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

Contract Works (where this Section is insured)

Contract Works Clauses

The following clauses are added to this Section.

Buildings Due for Demolition

We will pay for reasonable and necessary temporary repairs following Damage to buildings at the Contract Site, otherwise scheduled for demolition as part of the Contract, that You make or have planned to make use of in the course of the Contract to enable the continued use of them.

The maximum We will pay is £25,000.

Fire Brigade Charges

We will pay for Fire and Rescue 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.

Loss minimisation

We will provide cover for costs incurred by You in taking reasonable measures agreed by Us to avoid or mitigate impending Damage which would otherwise have resulted in a claim under this policy provided that

- (1) the impending Damage did not stem from any reasonably foreseeable cause and that Damage under this Section would have been the natural outcome to be expected in the absence of such measures
- (2) We are satisfied that Damage has been avoided or reduced in consequence of the measures taken.

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

Marine 50/50 Clause

Upon arrival at the Contract Site You must visually inspect all packed or crated Property Insured intended to be part of the Contract for signs of possible Damage. If any sign of Damage is visible the items are to be unpacked immediately, inspected and any Damage reported to Marine Cargo Insurers. Any such Damage discovered is excluded by this policy.

Where no sign of Damage to the packing exists any Damage to the goods which subsequently becomes evident upon their unpacking within the period allowed will be ascribed to the Marine cover or the Contract Works cover according to whether it is clear that it was caused before or after arrival of the Property Insured at the Contract Site. If it is not possible to establish whether the Damage was caused before or after arrival of the goods at the Contract Site it is agreed that settlement will be made on a 50% / 50% basis between the Marine Cover and Contract Works Cover.

Temporary Repairs

We will provide cover for the costs of effecting temporary repairs, following Damage, covered by this Section in order that work on the Contract may continue.

The maximum We will pay is £25,000

Contract Works Clauses

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

Loss of Keys

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

Off-site Storage

The maximum We will pay in respect of any one loss is either:

- (1) Materials not included in an interim certificate £250,000
 - (2) Non-ferrous metals not included in an interim certificate £25,000
 - (3) Percentage of Estimated Original Contract Price 15%
-

Redrawing Plans or Documents

The maximum We will pay in respect of any one loss is £75,000.

Show Properties

The maximum that We will pay in respect of the contents of any one show property is

- (1) £40,000 or
 - (2) £75,000 where the property is protected by a monitored alarm or CCTV system
-

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 clauses are added to this Section.

Advertising Liability

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

- (1) Compensation
- (2) Costs and Expenses

as a result of

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

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

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

- (1) any one claim
- (2) the total of all claims in any one Period of Insurance

is £1,000,000.

We will not provide cover for

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

Definition

For the purposes of this clause following definition applies

Publication

Any written material produced in the course of the Business.

Environmental Statutory Clean-Up Costs

We will provide cover for the cost of carrying out Remediation, and/or paying for Clean-Up Costs following a lawful notice or demand served upon The Insured under any environmental protection legislation in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands by any Enforcing Authority provided that the cost or costs arise from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.

The maximum We will pay, as part of The Limit of Indemnity stated in The Schedule, including Costs and Expenses, for all events in any one Period of Insurance is £2,000,000.

We will not provide cover

- (1) for any work (whether preventive or otherwise) in respect of property

- (a) which You own or which is loaned, leased, hired or rented to The Insured
 - (b) which is held in trust or in the custody or control of The Insured or any other party who is carrying out work on Your behalf
 - (c) which requires to be insured under the terms of Clause 6.5.1. of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions
- (2) for any work involving the reinstatement or reintroduction of flora or fauna
 - (3) for any fines or penalties
 - (4) for any Complementary or Compensatory Remediation as defined by the Environmental Damage (Prevention and Remediation) Regulations 2009 or any successor and/or amending legislation
 - (5) for costs of preventing any imminent threat of environmental damage where such costs are incurred in the absence of Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident.
 - (6) for costs of achieving any improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
 - (7) where cover is provided by another insurance policy.
 - (8) when the following endorsement has been applied to the Policy "We will not provide cover in respect of Pollution or Contamination".

Definitions

For the purposes of this clause, the following definitions apply.

Clean Up Costs

Costs of Remediation.

Enforcing Authority

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

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.

Remediation

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

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

Management Liability (where this Section is insured)**Directors & Officers Cover****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

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

Bail Bond Costs

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

Court Deprived Assets Additional Costs

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

Crisis Event and Reputation Protection Costs

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

Emergency Costs

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

Corporate Legal Liability Cover (where this Cover is insured)

The limits stated in The Schedule for the following clauses have been increased/amended 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.

Breach of Contract Defence Costs

Our total liability under this clause is £250,000

Copyright Infringement Defence Costs

Our total liability under this clause is £250,000

Crisis Event and Reputation Protection Costs

Our total liability under this clause is £250,000

Health and Safety Investigation Costs

Our total liability under this clause is £250,000

Identity Fraud Investigation Costs

Our total liability under this clause is £100,000

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

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.

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

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