



TFP Liability Policy



TFP Liability, in association with Aviva, have developed a tailor-made policy specifically for public and private hire operators.

The Policy automatically includes a number of additional features designed to meet your day-to-day requirements.

To report a claim:



Please ensure that all claims are reported immediately as this can often mean a substantial reduction to the overall cost of a claim.

Introduction

Thank you for choosing Aviva as Your insurer.

This is Your Liability Policy, setting out Your insurance protection in detail.

Please read it carefully to make sure that it meets Your requirements and that the details on the policy Schedule are correct.

Your premium has been based upon the information shown in the policy Schedule and recorded in Your Proposal Form.

If after reading your policy You have any questions, please contact TFP Schemes.

The Contract of Insurance

Your policy is a contract between Us, Aviva Insurance Limited and You, the Policyholder. The Proposal Form and declaration which You have accepted will be the basis of the contract.

In return for You having paid or agreed to pay the premium, We will indemnify You by payment or, at Our option, by reinstatement or repair in respect of loss, destruction, damage, accident or injury occurring during the Period of Insurance, subject to the terms and exceptions contained in or endorsed on the policy.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations, depending on the type of insurance and the circumstances at the time.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN.



Aviva Insurance Ltd

Registered in Scotland No. 2116

Registered Office: Pitheavlis, Perth PH2 0NH.

Authorised and Regulated by the Financial Services Authority.

Important

This policy is a legal contract. You must tell Us about any facts or changes which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

If You are not sure whether certain facts are relevant please ask TFP Schemes. If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully.

You should keep a written record (including copies of letters) of any information You give Us, or Your adviser when You renew this policy.

Making a claim - Telephone Contact Points

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

0800 114477

In all cases, please quote your policy number

Telephone Call Recording

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

Complaints Procedure

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

What will happen if you complain?

- We will acknowledge your complaint within 2 working days of receipt
- Once an assessment and full investigation of your concern has been made, We will respond with a decision

Most of Our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed.

If this is likely, We will contact you with an update and give you an expected date of response. This will not be beyond 20 working days from when you first made your complaint

If you remain unhappy with the decision you receive from the local branch you may write to the Chief Executive. If you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Service (FOS)

If, however, We do not resolve your complaint within 40 working days, the FOS will accept a direct referral

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

What should I do?

The steps you should take if dissatisfied

Step 1 Seek resolution by TFP Schemes or usual Aviva point of contact.

If you are disappointed with any aspect of the handling of your insurance We would encourage you, in the first instance, to contact the manager concerned. You can write or telephone, whichever suits you, and ask your contact to review the problem

Step 2 Refer your complaint to our Chief Executive

If you remain unhappy with the decision you receive, please write with full details including Policy number and/or claim number, to:

Chief Executive UK Insurance
Aviva
8 Surrey Street
Norwich
NRI 3NS

A review of the matter will then be carried out at a senior level and a final decision given.

Step 3 Refer your complaint to the Financial Ombudsman Service

If after making a complaint to Us you are still unhappy and you feel the matter has not been resolved to your satisfaction please contact the FOS at:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0845 080 1800
Fax: 0207 964 1001

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

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

Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in the Policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy except for headings and titles.

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Bodily Injury

Bodily Injury to the person including death, illness, disease or nervous shock

Compensation

Compensation means the amount awarded by a Court of Law in respect of damages including interest thereon

Costs and Expenses

Costs and Expenses means

- 1 any claimants legal costs for which the Insured is legally liable
- 2 all costs and expenses incurred with Aviva's written consent
- 3 all solicitors fees for legal representation at
 - (a) any Coroner's Inquest or Fatal Accident Inquiry or
 - (b) Proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty in connection with any event which is or may be the subject of indemnity under this Policy

Employee

Any person who is

- 1
 - (a) a person under a contract of service or apprenticeship with The Policyholder
 - (b) a person supplied under a Youth Training Scheme or Job Training Scheme or similar Government Scheme
- 2
 - (a) a labour master or person supplied by a labour master
 - (b) a person employed by labour only subcontractors
 - (c) a self employed person
 - (d) a person hired to or borrowed by The Policyholder

- (e) a person supplied to The Policyholder for the purposes of work experience under the Education (Work Experience) Act 1973 or subsequent legislation of similar intent
- (f) a prospective employee who is being assessed by The Policyholder as to his or her suitability for employment
- (g) a voluntary helper provided that work undertaken is under the supervision and control of The Policyholder

- 3 an out worker or homeworker engaged to personally execute work

Insured

- 1 The Policyholder
- 2 The Policyholder's personal representatives in respect of legal liability incurred by The Policyholder
- 3 If The Policyholder so requests Aviva will indemnify
 - (a) any director of The Policyholder
 - (b) any Employee
 - (c) any principal for whom The Policyholder is carrying out a contract for the performance of work but only to the extent required by the contract conditions

against legal liability in respect of which The Policyholder would have been entitled to indemnity under the Section if the claim had been made against The Policyholder

provided that each of the parties indemnified under this Policy will as if they were The Policyholder be subject to the terms of the Policy insofar as they can apply and that the total amount payable in respect of Compensation as a result of indemnifying such parties will not exceed the Limit of Indemnity

Limit of Indemnity

Employers' Liability Section

Limit of Indemnity means the amount, stated in The Schedule, including Costs and Expenses, which Aviva shall be liable for in respect of any one claim or series of claims arising out of one cause

Public Liability Section

Limit of Indemnity means the amount specified as such in The Schedule and the liability of Aviva for all Compensation payable to any claimant or any number of claimants in respect of or arising out of any one event or all events of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity but in respect of pollution or contamination the Limit of Indemnity shall apply to all insured events occurring in any one Period of Insurance

Costs and Expenses recoverable under this Section will be paid in addition to the Limit of Indemnity except that in respect of any claim brought in the United States of America or any territory within its jurisdiction the Limit of Indemnity shall be the maximum amount payable including Costs and Expenses

Period of Insurance

Period of Insurance means from the Effective Date shown in The Schedule until Midnight on the Expiry Date shown in The Schedule

The Period of Insurance includes any subsequent period for which Aviva may accept payment for renewal of this Policy

Personal Injury

Personal Injury means Bodily Injury and wrongful arrest, detention, imprisonment or eviction of any person or wrongful accusation of shoplifting

Policy

Policy means the policy booklet together with the current Schedule and any endorsements or clauses indicated on that Schedule as being operative

These are to be read together as one contract and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning throughout unless otherwise stated

Products Supplied

Products Supplied means goods including labels and containers and packaging

- 1 on which work has been completed by or on behalf of The Policyholder at The Policyholder's normal place of business or that of the party who carried out the work on behalf of The Policyholder

or

- 2 which have been handled, stored, sold, supplied, transported or financed by The Policyholder and which at the time of the event giving rise to a claim under this Policy are not under the custody or control of The Policyholder or any Employee

Property

Property means material property

Territorial Limits

The Territorial Limits are

Anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man including designated areas of the continental shelf surrounding Great Britain and foreign sections of cross boundary petroleum fields as defined in the Employment (Continental Shelf) Act 1978

The Business

The Business means activities directly connected with The Business stated in The Schedule and shall include

- 1 ownership, use, repair, maintenance and decoration of The Premises
- 2 the provision of first aid, ambulance and fire services primarily in connection with The Premises occupied by The Policyholder
- 3 participation in exhibitions held in member countries of the European Economic Community in connection with The Business stated in The Schedule.

Provided that they are conducted at or from premises in the Territorial Limits

The Policyholder

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

The Premises

The Premises as stated in The Schedule

The Schedule

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

We/Us/Our/Aviva

Aviva Insurance Limited

Employers Liability Section

In the event of Bodily Injury sustained by any Employee arising out of and in the course of his or her employment by The Policyholder in The Business and caused within the Territorial Limits during the Period of Insurance Aviva will indemnify the Insured against

- 1 legal liability to such Employee for Compensation and
- 2 Costs and Expenses up to the Limit of Indemnity.

Extension Clauses To This Section

A - Legal Expenses Arising From Health and Safety Legislation

- 1 In the event of any act or omission or alleged act or omission leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

or

- 2 In the event of an incident which results in an Inquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

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

Aviva will provide indemnity up to the Limit of Indemnity against legal fees and expenses incurred with Our written consent in representing the Insured in such proceedings including appeals against results of such proceedings

This indemnity will not apply

- 1 in respect of fines or penalties of any kind
- 2 to proceedings relating to the health and safety of any person other than an Employee
- 3 to proceedings consequent upon a deliberate act or omission by The Policyholder
- 4 where there is an indemnity provided by another insurance policy

B - Unsatisfied Court Judgments

In the event of a judgment for damages being obtained by any Employee in respect of Bodily Injury to the Employee caused during any Period of Insurance and arising out of and in the course of employment by The Policyholder in The Business against any company or individual operating from premises within the Territorial Limits in any Court situate in those countries and remaining unsatisfied in whole or in part six months after the date of such judgment, Aviva will at the request of The Policyholder indemnify up to the Limit of Indemnity the Employee or the personal representatives of the

Employee up to the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- 1 there is no appeal outstanding
- 2 if any payment is made hereunder the Employee or the personal representatives of the Employee shall assign the judgment to Aviva

C – Compensation for Court Attendance

In the event of any director partner or Employee of The Policyholder attending court as a witness at Our request in connection with a claim in respect of which the Insured is entitled to indemnity under this Section We will provide compensation to The Policyholder for each day on which attendance is required

- 1 any proprietor partner or director up to £250 per day maximum
- 2 any other Employee up to £150 per day maximum

D – Cross liabilities

Where there is more than one party named as The Policyholder in The Schedule this Section will apply separately to each such party in the same manner and to the same extent as if a separate policy had been issued to each party and Aviva agrees to waive all rights of subrogation against any of these parties

Provided that the total amount payable in respect of Compensation and Costs and Expenses does not exceed the Limit of Indemnity

E - Avoidance Clause

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law ordinance or statute relating to compulsory insurance of liability to employees but The Policyholder shall repay to Aviva all sums paid by Aviva which Aviva would not have been liable to pay but for the provisions of such law ordinance or statute

Exceptions To This Section

- 1 This Section does not apply to liability in respect of any Bodily Injury sustained by any Employee
 - (a) carried in or upon a vehicle
 or
 - (b) entering or getting on to, or alighting from a vehicle

where such Bodily Injury is caused by or arises out of the use by the Insured of a vehicle on a road.

For the purposes of this Exception, the expressions 'road', 'use' and 'vehicle' have the same meanings as in the Road Traffic Act 1988 or any similar subsequent legislation

Public Liability Section

In the event of accidental

- 1 Personal Injury
- or
- 2 loss of or damage to Property
- or
- 3 obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement

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

Aviva will indemnify the Insured against

- 1 legal liability for Compensation up to the Limit of Indemnity

and

- 2 Costs and Expenses

Extension Clauses to this Section

A - Legal Expenses Arising from Health and Safety Legislation

- 1 In the event of any act or omission or alleged act or omission leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

or

- 2 In the event of an incident which results in an Inquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

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

Aviva will provide indemnity up to the Limit of Indemnity against legal fees and expenses incurred with Our written consent in representing the Insured in such proceedings including appeals against the results of such proceedings

This indemnity will not apply

- 1 in respect of fines or penalties of any kind
- 2 to proceedings relating to the health and safety of any Employee
- 3 to proceedings consequent upon a deliberate act or omission by The Policyholder
- 4 where there is an indemnity provided by another insurance policy

B - Defective Premises Act Liability

Where the Insured is legally liable for accidental Bodily Injury or loss of or damage to Property by virtue of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any premises which have been disposed of by The Policyholder and which prior to disposal were owned by The Policyholder Aviva will provide indemnity against such legal liability

C - Compensation for Court Attendance

In the event of any director partner or Employee of The Policyholder attending court as a witness at Our request in connection with a claim in respect of which the Insured is entitled to indemnity under this Section We will provide compensation to The Policyholder for each day on which attendance is required

- 1 any proprietor partner or director up to £250 per day maximum
- 2 any other Employee up to £150 per day maximum

D - Cross Liabilities

Where there is more than one party named as The Policyholder in The Schedule this Section will apply separately to each such party in the same manner and to the same extent as if a separate policy had been issued to each party and Aviva agrees to waive all rights of subrogation against any of these parties

Provided that the total amount payable in respect of Compensation does not exceed the Limit of Indemnity

E - Tenant's Liability for Hired or Rented Premises

Where the Insured is legally liable for loss of or damage to premises (or fixtures or fittings thereof) hired or rented to The Policyholder for the purpose of occupancy by The Policyholder Aviva will provide indemnity against such legal liability

This indemnity will not apply to

- 1 the first £250 of such loss or damage caused other than by fire or explosion
- 2 loss or damage caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by or on behalf of The Policyholder

F - Damage to Third Party Property Being Conveyed

Where the Insured is legally liable for loss of or damage to third party property being conveyed in the Insured's vehicle Aviva will indemnify the Insured against such legal liability provided that

- 1 the property damaged belongs to and is accompanied by a fare paying passenger at the time of loss or damage
- 2 the vehicle is being used in connection with The Business at the time of loss or damage

The liability of Aviva under this Clause in respect of any one claim or number of claims arising from a single cause shall not exceed £2,500

Special Clauses

This Section is subject to any Special Clauses indicated in The Schedule

Exceptions

Aviva will not be liable in respect of

- 1 Personal Injury to any Employee arising out of and in the course of employment by The Policyholder in The Business
- 2 liability arising out of the possession, ownership or use by or on behalf of the Insured or any person entitled to indemnity under this Section of any
 - (a) mechanically propelled vehicle or trailer attached thereto used in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation
 - (b) aircraft, aerial device, hovercraft or water craft

Provided there is no indemnity afforded under any more specific insurance this exception will not apply to

- (i) the loading or unloading of motor vehicles or trailers
- (ii) barges used solely on inland waterways
- (iii) watercraft which are less than 8 metres in length
- 3 loss of or damage to
 - (a) property belonging to or hired to the Insured
 - (b) property which is held in trust by or held in the custody or control of the Insured or any party who is carrying out work on behalf of The Policyholder other than in the circumstances described in Extension Clause E
 - (c) property for which there is a contractual requirement to effect insurance (other than public liability insurance)

- 4 Liquidated damages or penalty clauses or fines or punitive or exemplary or aggravated or exemplary damages or any damages resulting from the multiplication of compensatory damages or other non-compensatory damages

- 5 Advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract

- 6 (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere

and

- (b) all Personal Injury or loss of or damage to Property directly or indirectly caused by such pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

- 7 (a) failure or alleged failure of any radio or telecommunication device to transmit or receive as intended
- (b) liability arising out of or in connection with interference with Third Party broadcasts
- (c) radio transmitters or receivers intended for use in aircraft (including model aircraft) or watercraft
- (d) use of radio equipment other than for telecommunications or broad-casting
- (e) use of radio equipment other than in accordance with appropriate Home Office Regulations and licence arrangements

- 8 Personal Injury or loss of or damage to Property arising from Products Supplied

- 9 any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (a) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
- (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

We will not provide indemnity in respect of

- (a) exposure to
- (b) inhalation of
- (c) fears of the consequences of exposure to or the inhalation of
- (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under statutory duty to manage) any property arising out of the presence of

Asbestos including any product containing Asbestos

Special Conditions

Excess

In respect of each and every event resulting in loss of or damage to Property arising from work by or on behalf of the Insured away from the Insured's normal place of business Aviva will not be liable for the amount of any Excess (or any lesser amount for which a claim may be settled) shown in The Schedule which may apply in the circumstances of such claim and the relevant Excess must be paid by The Policyholder towards the settlement of the claim as a condition precedent to any liability of Aviva

Policy Exceptions

This policy does not cover

1. death or disablement loss or destruction of or damage to any property any loss or expense whatsoever any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof

However

in relation to The Employers Liability section this exception only applies when the insured under a contract or agreement has undertaken to

- (a) indemnify another party
 - (b) assume the liability of another party
- 2 any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
 - (a) Terrorism
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above except as stated in the Special Provisions – Terrorism below

Terrorism is defined as any act or acts including, but not limited to

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

In any action, suit or other proceedings where Aviva alleges that any consequence whatsoever resulting directly or indirectly from or in connection with 2(a) and/or 2(b) above regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) shall be upon The Policyholder

Special Provisions – Terrorism

Subject otherwise to the terms, conditions and exceptions of the policy

When any of the following Sections are insured by this policy

Employers' Liability
Public Liability

neither of the exclusions in 2(a) and 2(b) above shall apply to

- (i) Employers' Liability but the Limit of Indemnity for the purposes of
Special Provision (a) – Terrorism is limited to £5,000,000 including costs and expenses
- (ii) Public Liability but the Limit of Indemnity for the purposes of Special Provision (a) – Terrorism is limited to £2,000,000 or any other amount specified in The Schedule for Public Liability whichever is the lower

3 any claim which arises directly or indirectly from or consists of the failure or inability of any

- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
- (b) media or systems used in connection with anything referred to in (a) above

whether the property of The Policyholder or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

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

This exception does not apply to the Employers Liability Section, when insured by this policy.

4 any claim arising in connection with work undertaken in or on and travel to, from or within any offshore accommodation, exploration, drilling or production rig or platform or offshore support vessel.

5 We shall not be liable under this policy in respect of any claim (other than in respect of Personal Injury under the Public and/or Products Liability or Property Owners Liability section) 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

Definitions

For the purposes of this Exclusion the following Definitions apply:

Computer and Electronic Equipment

Computer and Electronic Equipment shall mean all computers computer installations and systems microchips integrated circuits microprocessors embedded systems hardware and any electronic equipment data processing equipment information repository telecommunication equipment computer controlled or programmed machinery equipment capable of processing data and/or similar devices whether physically or remotely connected thereto

Data

Data shall mean all information which is

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

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

Denial of Service Attack

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

Failure

Failure shall mean any partial or complete reduction in the

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

Loss of Data

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

Virus or Similar Mechanism

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

Policy Conditions

1 Identification

The Policy and Schedule shall be read together as one contract and unless otherwise stated any word or expression to which a specific meaning has been attached in any part of the Policy or Schedule shall bear the same meaning wherever it may appear

2 Policy Voidable

This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular

3 Alteration of Risk

Aviva shall not be liable if anything shall occur materially affecting the risk unless agreed by Aviva in writing

4 Claims Conditions

The Policyholder will give immediate notice in writing to Aviva of any event for which there may be a liability under this Policy regardless of any excess and will

- (a) provide Aviva with such particulars and information as Aviva may require

and

- (b) forward to Aviva immediately on receipt every letter writ summons and process

and

- (c) advise Aviva in writing immediately The Policyholder has knowledge of any impending prosecution Inquest or Fatal Accident Inquiry or other Inquiry in connection with the said event

The Policyholder shall

- (i) not negotiate, pay, settle, admit or repudiate any claim without the prior written consent of Aviva
- (ii) allow Aviva to take over and conduct in the name of The Policyholder the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or compensation against any other person and The Policyholder must give us all information and assistance required

5 Contribution

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

6 Subrogation

Any claimant under this Policy shall at the request and at the expense of Aviva do and concur in doing and permit to be done all such acts and things as may be necessary

or reasonably required by Aviva for the purpose of enforcing any rights and remedies of or of obtaining relief or indemnity from other parties to which Aviva shall be or would become entitled or subrogated upon its paying for or making good any loss, destruction, damage, accident or injury under this Policy whether such acts and things shall be or become necessary or required before or after indemnification by Aviva

7 Discharge of Liability

Aviva may at any time pay the Limit of Indemnity (after the deduction of any sum already paid) or any less amount for which a claim can be settled and shall be under no further liability except for the payment of Costs and Expenses incurred prior to the date of such payment

8 Arbitration

If any difference should arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against Aviva

9 Reasonable Precautions

The Policyholder shall

- 1 maintain The Premises, vehicle(s) and everything used in The Business in a satisfactory state of repair
- 2 take all reasonable precautions to prevent loss, damage, accident or injury
- 3 comply with all statutory requirements and other safety regulations imposed by any authority

10 Cancellation

Aviva may at any time, by giving thirty days notice in writing to The Policyholder at his last known address terminate this Policy as from the expiration of such thirty days provided Aviva shall in that event return to The Policyholder a proportionate part of the premium for the unexpired time of the Policy.

Aviva reserves the right to terminate this Policy immediately in the event of non-payment of the premium or default under any instalment scheme or linked credit transaction

No refund will be made to The Policyholder of any instalment paid

11 Suspension of Cover

Aviva may at any reasonable time inspect any property and in the event of any defect or danger being apparent, may by written notice to the Policyholder suspend all indemnity that might otherwise arise from such defect or danger

Notes

TFP Schemes
Trevillian House
40 Cathedral Road
Cardiff CF11 9LL

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Fax: 029 20 30 10 40
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www.tfpschemes.co.uk

