



**liability**  
all types of contract work

**policy document**



To report a claim:



**INCIDENT CARE**  
**24 | 7 | 365**

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

## About TFP

Established in 1998 TFP Schemes are a specialist insurance underwriting facility operating under a delegated authority on behalf of Aviva.

## Introduction

Thank You for choosing Aviva as Your insurer. This is Your Funeral Homes 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 which You have accepted form part of your contract.

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 form part of Your 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.

### Important

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

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information You give Us or Your

insurance adviser when You renew this policy.

### Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

### Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## Financial Services Compensation Scheme

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

If We were unable to meet Our obligations, You could be entitled to compensation from this scheme, 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](http://www.fscs.org.uk).



Aviva Insurance Limited  
Pitheavlis, Perth, PH2 0NH Registered Number: 2116  
Authorised by the Prudential Regulation Authority and regulated by the  
Financial Conduct Authority and the Prudential Regulation Authority.

## 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 015 1498**

In all cases, please quote Your policy number.

## Telephone Call Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

## Complaints Procedure

### Our Promise of Service

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

### What will happen if You complain?

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

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

### What to do if You are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your Insurance Advisor.

If you are unhappy with the outcome of Your complaint, You may refer the matter to the Financial Ombudsman (FOS) at:  
The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone:

**0800 023 4567**

(calls from UK landlines and mobiles are free) or **0300 123 9123**

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

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

## 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.

## Use of Language

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

## Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If You require any of these formats please contact Your insurance broker.

## 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 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  
Pitheavlis, Perth, PH2 0NH  
Registered Number: 2116  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### You/Your/The Policyholder

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



## 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

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<br>or director | up to £250 per day<br>maximum |
| 2 | any other Employee                    | up to £150 per day<br>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



## G - Data Protection

Aviva will indemnify the Insured in respect of

- 1 legal fees and defence costs
- 2 legal liability for Compensation to an individual, the subject of personal data the Insured holds and who suffers material or non-material damage caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data arising from proceedings brought against the Insured under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The maximum Aviva will pay for all claims happening during any one Period of Insurance is £1,000,000.

Aviva will not provide indemnity in respect of

- 1 (a) Personal Injury other than as provided by this clause
- (b) physical loss, destruction or damage to Property
- (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
- (d) libel, slander or defamation.
- 2 consequential losses.
- 3 liability as a result of You having authorised the destruction or disclosure of the data or which could reasonably have been expected to arise as a result of any other deliberate act or omission by You or any Employee.
- 4 liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages.
- 5 liability under any penalty clause or any fine or statutory payment.
- 6 legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements.
- 7 proceedings relating to Compensation for any Employee if the Employers' Liability Section of this policy is not in force

## 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

## 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 Non Disclosure, Misrepresentation or Misdescription

a. 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:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - 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
  - 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
  - We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable 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.

b. 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:

- 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;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - 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
  - 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
  - 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, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

### 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

- (a) You may cancel this policy at any time after the date We have received the premium, by providing 7 days notice in writing to Us.
- (b) If there is a default under Your credit agreement, arranged through Your broker or TFP Schemes, which finances this policy, we, or any agent appointed by Us and acting with Our specific authority may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your credit agreement, arranged through Your broker or TFP Schemes.

If Your policy is cancelled under (a) or (b) above and provided that there have been no:

- (i) claim(s) made under the policy for which We have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current period of insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

- (c) Where there is no credit agreement, arranged through Your broker or TFP Schemes, to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
- (d) We may also cancel this policy at any time by sending not less than 7 days notice in writing to

Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no

- (i) claim(s) made under the policy for which We have made a payment,
- (ii) claim(s) made under the policy which are still under consideration,
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us during the current Period of Insurance.

## 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

## 12 Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us to You in respect of the claim,
- (3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided),
- (3) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.



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