

# Your Residentsline Engineering Policy

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# Policy Introduction

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## Contents

This policy consists of individual sections. You should read this policy in conjunction with The Schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

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## The Contract of Insurance

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The contract of insurance between You and Us consists of the following elements, which must be read together:

- Your policy wording;
- the information contained on Your risk presentation information provided by You, and Statement of Fact document issued by Us;
- the policy schedule;
- any notice issued by Us at renewal;
- any endorsement to Your policy; and
- the information under the heading "Important Information" which we give You when You take out or renew Your policy.

In return for You having paid or agreed to pay the premium, We will provide the cover set out in this policy, to the extent of and subject to the terms and conditions contained in or endorsed on this policy.

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### 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 Your insurance adviser when You renew this policy.**

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### 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.

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## Introduction

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Welcome to Aviva. We are committed to providing a first-class service. Aviva has the experience and longevity of a company who can trace its roots back to the establishment of the Hand in Hand Fire & Life Insurance Society in London in 1696.

This is your insurance policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in the schedule, the information you have provided and the declaration you have made. Please read the policy and the schedule carefully to ensure that the cover meets your requirements.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments.

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### 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, the Channel Islands or the 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, the Channel Islands or the 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.

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### Use of Language

All communications relating to this contract will be in English.

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# Machinery

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## Machinery Damage

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### Cover

We will cover You in respect of Damage occurring during the Period of Insurance to the Property Insured at The Premises by the Contingency shown against it in The Schedule.

The maximum We will pay will be the Limit of Indemnity shown in The Schedule in respect of any one event or series of events arising out of one occurrence of Damage.

Plus any additional sums stated by a Clause.

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### Contingencies

#### Accidental Damage

Accidental Damage which requires repair or replacement before normal working of the Property Insured can resume.

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#### All Risks

All Risks.

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#### All Risks excluding Breakdown

All Risks excluding Breakdown.

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#### Breakdown, Explosion or Collapse

Breakdown, Explosion or Collapse which requires repair or replacement before normal working of the Property Insured can resume.

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#### Sudden and Unforeseen Damage

Sudden and unforeseen damage including

- (1) Breakdown
- (2) Explosion
- (3) Collapse
- (4) Accidental Damage

which requires repair or replacement before normal working of the Property Insured can resume.

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### Clauses

***These clauses apply to the Machinery Damage Cover under this Section and are stated in The Schedule.***

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#### Additional Property Insured

We will cover You in respect of Damage to additional Property Insured of a similar type to that stated in The Schedule provided that You

- (1) tell Us of any additional Property Insured before the end of the current Period of Insurance in which it was acquired and ready for use and pay an agreed additional premium
- (2) comply with current law for the examination and certification of the Property Insured before it is used.

We will not cover You in respect of

- (1) Property Insured that is unsuitable for its purpose
  - (2) material defects that You are aware of in the additional Property Insured.
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#### Damage to Surrounding Property – boiler and pressure plant

We will cover You for Damage to Property Insured and other property belonging to You or in Your custody or control arising from Explosion or Collapse of boiler or pressure plant forming part of the Property Insured.

The maximum We will pay in respect of any one claim is stated in The Schedule.

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#### Debris Removal

We will cover You in respect of costs and expenses necessarily incurred by You with Our consent for removal of debris, dismantling, shoring or propping up of the parts of the Property Insured or other property which have suffered Damage insured by the Machinery Damage Cover under this Section.

The maximum We will pay in respect of any one claim is stated in The Schedule.

We will not provide cover for costs or 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 Insured or other property not insured by the Machinery Damage Cover under this Section.
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#### Foundations, Surrounding Masonry and Brickwork

We will cover You in respect of the cost and expenses for removal and replacement of foundations of or masonry or brickwork surrounding an item of Property Insured provided that its removal and replacement is necessitated solely in order to repair or replace an item of Property Insured as a result of Damage insured by the Machinery Damage Cover under this Section.

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<b>Loss Avoidance Measures</b>	<p>We will cover You in respect of reasonable costs and expenses incurred by You to mitigate Damage to the Property Insured which would otherwise be inevitable provided that</p> <ol style="list-style-type: none"> <li>(1) the impending Damage does not stem from any reasonably foreseeable or gradually developing cause and We are satisfied that Damage has been avoided or mitigated as a result of the measures taken</li> <li>(2) the Policy terms exceptions clause and conditions shall apply as if Damage had occurred.</li> </ol> <p>The maximum We will pay in respect of any one claim is stated in The Schedule.</p>
<b>Repair Investigation Costs</b>	<p>We will, at Our option, pay any repair investigation costs and expenses including consulting engineer fees necessarily and reasonably incurred in the repair or replacement of the Property Insured provided Damage has occurred.</p> <p>The maximum We will pay in respect of any one claim is stated in The Schedule.</p>
<b>Temporary Hire of Replacement Plant or Machinery</b>	<p>We will cover You in respect of costs and expenses necessarily and reasonably incurred for the temporary hire or rental of replacement plant or machinery following Damage to an item of Property Insured which is insured by the Machinery Damage Cover under this Section.</p> <p>The maximum We will pay in respect of any one claim is stated in The Schedule.</p> <p>We will not cover You in respect of any hire or rental costs incurred</p> <ol style="list-style-type: none"> <li>(1) in the period stated in The Schedule immediately following Damage</li> <li>(2) more than 90 days after the occurrence of the Damage.</li> </ol>
<b>Temporary Removal</b>	<p>We will cover You for Damage to Property Insured whilst temporarily removed from the Premises for a period not exceeding 6 months for the purposes of The Business or for cleaning, renovating or repair.</p> <p>Exception (1) will not apply to this Clause.</p> <p>The maximum We will pay in respect of any one claim for Damage to Property Insured during transit by sea or air is stated in The Schedule.</p>
<b>Temporary Repair Costs and Expediting Expenses</b>	<p>We will, at Our option, pay additional costs and expenses incurred in</p> <ol style="list-style-type: none"> <li>(1) making temporary repairs to the Property Insured</li> <li>(2) ensuring the Damage to Property Insured is repaired as soon as possible.</li> </ol> <p>The maximum We will pay in respect of any one claim is stated in The Schedule.</p>
<b>Basis of Claim Settlement for the Machinery Damage Cover under this Section</b>	
<b>Basis of Claim Settlement - Reinstatement</b>	<p>Unless any other alternate Basis of Claim Settlement is stated to apply, where Damage occurs to Property Insured or other property insured by the Machinery Damage Cover under this Section and the Property Insured or other property insured is</p> <ol style="list-style-type: none"> <li>(1) lost or destroyed, We will pay for its replacement by similar property in a condition as good as, but not better than, its condition when new.</li> <li>(2) damaged, We will pay for its replacement or repair so that its working condition is as good as, but not better than, its condition when new. However, We will not pay more than We would have done if it had been completely destroyed.</li> </ol> <p>The work of reinstatement may be carried out on another site and in a manner suitable to Your needs and must begin and be carried out as quickly as possible, providing this will not increase the maximum We will pay.</p> <ol style="list-style-type: none"> <li>(3) We will pay costs necessary to comply with any European Union Legislation, Act of Parliament or Bye laws of any public authority.</li> </ol> <p>We will not pay costs for Damage not insured by the Machinery Damage Cover under this Section, where notice was served on You before the Damage occurred, where an existing requirement must be completed within a stipulated period, for property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered Damage or in respect of any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.</p> <p>We will not provide cover if parts necessary for repairs are not available at the manufacturers' listed prices. However, We will pay for the cost of an equivalent repair to similar property for which repairs are available at manufacturers' listed prices.</p> <p>We will not provide cover if</p> <ol style="list-style-type: none"> <li>(1) You do not incur the cost of replacing or repairing the Property Insured or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement or You do not comply with any of the terms of this Clause</li> </ol>

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**Basis of Claim Settlement - Reinstatement**

continued

- (2) the normal working environment of the Property Insured is a yard, an open sided building, a compound or other open space unless for the purpose of providing effluent, electricity, gas, heating, water or other building services for The Premises
- (3) the other property is insured by the Lifted Goods Endorsement or is stock in trade or is in the process of manufacture.

However, the Basis of Claim Settlement – Indemnity will apply.

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**Basis of Claim Settlement - Indemnity**

The basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better than, its condition immediately prior to the Damage, or at Our option
- (2) the reduction in value of the Property Insured

unless the Basis of Claim Settlement Reinstatement Clause or any other alternate Basis of Claim Settlement is stated to apply.

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**Basis of Claim Settlement - Declared Value**

Where stated against an item in The Schedule that this Basis of Claim Settlement applies where Damage occurs to that item and the item is

- (1) lost or destroyed, We will pay the value declared to Us for the item. If no value has been declared We will pay for its replacement by similar property in a condition as good as, but not better than its condition before the occurrence of the Damage
- (2) damaged, We will pay for the cost of repairs to a condition as good as but not better than its condition before the occurrence of the Damage. We will not pay more than We would have done if it had been completely destroyed.

The work of replacement may be carried out on another site and in a manner suitable to Your needs and must begin and be carried out as quickly as possible, providing this will not increase the maximum We will pay.

We will not provide cover if parts necessary for repairs are not available at the manufacturers' listed prices. However, We will pay for the cost of an equivalent repair to similar property for which repairs are available at manufacturers' listed prices.

We will not provide cover if You do not incur the cost of replacing or repairing the Property Insured or You do not comply with any of the terms of this Clause.

However, the Basis of Claim Settlement – Indemnity will apply.

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**Basis of Claim Settlement - Reinstatement Of Property Insured in The Open**

Where stated against an item in The Schedule that this Basis of Claims Settlement applies where Damage occurs to that item and the item is

- (1) lost or destroyed, We will pay for its replacement by similar property in a condition as good as, but not better than, its condition when new
- (2) damaged, We will pay for its replacement or repair so that its working condition is as good as, but not better than, its condition when new. However, We will not pay more than We would have done if the Property Insured had been completely destroyed.

The work of reinstatement may be carried out on another site and in a manner suitable to Your needs and must begin and be carried out as quickly as possible, providing this will not increase the maximum We will pay.

- (3) We will pay costs necessary to comply with any European Union Legislation, Act of Parliament or Bye laws of any public authority.

We will not pay costs for Damage not insured by the Machinery Damage Cover under this Section, where notice was served on You before the Damage occurred, where an existing requirement must be completed within a stipulated period, for property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered Damage or in respect of any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.

We will not provide cover if parts necessary for repairs are not available at the manufacturers' listed prices. However, We will pay for the cost of an equivalent repair to similar property for which repairs are available at manufacturers' listed prices.

We will not provide cover if You do not incur the cost of replacing or repairing the Property Insured or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement or You do not comply with any of the terms of this Clause.

However, the Basis of Claim Settlement – Indemnity will apply.

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<b>Conditions</b>	<b><i>The following conditions apply to the Machinery Damage Cover under this Section in addition to the Policy Conditions at the back of this policy.</i></b>
<b>Average</b>	In respect of any Item that has a Sum Insured stated against it in The Schedule if at the time of the Damage, the total Sum Insured of all such items is less than 85% of their total current new replacement value, You will be responsible for the difference and bear a proportionate share of the loss.
<b>Our Rights</b>	<p>We may, if Damage occurs which leads to a claim</p> <ol style="list-style-type: none"> <li>(1) enter or take possession of the Building or The Premises</li> <li>(2) take possession of, or require to be delivered to Us, the Property Insured which We will deal with in a reasonable manner without incurring liability or reducing Our rights.</li> </ol> <p>We will not pay for any Damage if You, or anyone acting on Your behalf, do not comply with Our requirements or hinder or obstruct Us. You are not entitled to abandon property to Us.</p>
<b>Exceptions</b>	<p><b><i>The following exceptions apply to the Machinery Damage Cover under this Section in addition to the Policy Exceptions at the back of this policy.</i></b></p> <p>We will not provide cover for</p> <ol style="list-style-type: none"> <li>(1) Damage caused by or consisting of <ol style="list-style-type: none"> <li>(a) fire, lightning or explosion (except Explosion as defined in the Machinery Damage Cover under this Section)</li> <li>(b) aircraft and other aerial and/or spatial devices or articles dropped from them</li> <li>(c) riot, civil commotion, strikers locked out, workers taking part in labour disturbances</li> <li>(d) earthquake</li> <li>(e) storm, flood or inundation from the sea</li> <li>(f) escape of water from any tank apparatus or pipe</li> <li>(g) subsidence, ground heave or landslip</li> <li>(h) theft or attempted theft</li> </ol> <p>regardless of any other contributory cause.</p> <p>This Exception will not apply to Contingency All Risks or All Risks excluding Breakdown if insured by Machinery Damage Cover under this Section.</p> </li> <li>(2) the cost of remedying or repairing <ol style="list-style-type: none"> <li>(a) gradual deterioration or wear and tear</li> <li>(b) gradually developing defects, flaws, deformation, distortion, cracks or partial fractures</li> <li>(c) loose parts or defective joints or seams unless caused directly by overheating brought about by shortage of water in Property Insured which is subject to steam or fluid pressure.</li> </ol> <p>However We will cover You for any consequent Damage to Property Insured which is insured by Machinery Damage Cover under this Section.</p> </li> <li>(3) the cost of any maintenance work.</li> <li>(4) Damage caused by the use of more than one crane unless the lifting operation complies fully with the requirements of BS7121 or any other British or International standard which may replace it.</li> <li>(5) any penalty <ol style="list-style-type: none"> <li>(a) for delay or detention</li> <li>(b) in connection with guarantees or performance or efficiency</li> <li>(c) for liquidated damages or consequential loss</li> <li>(d) for liability not specifically provided for by this Machinery Damage Cover under this Section</li> </ol> </li> <li>(6) Damage to tyres caused by braking or by punctures, cuts or bursts.</li> <li>(7) Damage to experimental or prototype Property Insured.</li> <li>(8) Damage caused by the chipping of painted surfaces or scratching of any surfaces.</li> <li>(9) The Excess stated in The Schedule.</li> </ol>

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## Exceptions

continued

(10) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (a) Terrorism
- (b) civil commotion in Northern Ireland
- (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands, acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence HM Government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
  - the use or threat of force and/or violence, and/or
  - 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 We allege that any Damage results from Terrorism as defined above and is therefore not covered by the Machinery Damage Cover under this Section, the burden of proving that any such Damage is covered under the Machinery Damage Cover under this Section will be upon You.

(11)(a) Loss of Data

- (b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with
  - (i) Virus or Similar Mechanism,
  - (ii) Denial of Service Attack,
  - (iii) unauthorised access to or use of Computer and Electronic Equipment.

However, We will cover 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 and only where such subsequent Damage is insured by the Machinery Damage Cover under this Section.

(12) Loss destruction of or damage to property, any loss or expense, any consequential loss or any legal liability, directly or indirectly caused by or contributed to or arising from

- (a) any test, experiment or routine inspection
- (b) the imposition of abnormal working conditions

including intentional overloading unless occurring without Your knowledge or consent.

This exception does not apply during the application to an item of Property Insured of a load or loads that exceed its safe working load or loads for the purpose of certifying the item in the presence of a competent person approved by Us.

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<b>Definitions</b>	<b><i>The following definitions apply to the Machinery Damage Cover under this Section in addition to the Policy Definitions at the back of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.</i></b>
<b>Accidental Damage</b>	<p>Accidental Damage to Property Insured by any external cause not otherwise excluded.</p> <p>Accidental Damage does not include Breakdown, Collapse or Explosion.</p> <p>However, We will cover You in respect of any consequent Damage caused by Breakdown, Collapse or Explosion which is not otherwise excluded.</p>
<b>All Risks</b>	<p>Damage by any cause not otherwise excluded.</p>
<b>All Risks Excluding Breakdown</b>	<p>Damage by any cause not otherwise excluded.</p> <p>We will not cover You in respect of any loss resulting from Breakdown.</p> <p>However, We will cover You in respect of any consequent Damage caused by Breakdown which is not otherwise excluded.</p>
<b>Breakdown</b>	<p>(1) The breaking, distortion or burning out of any part of the Property Insured which occurs while the Property Insured is being used normally, arising from</p> <ul style="list-style-type: none"> <li>(a) any mechanical or electrical defect in the Property Insured</li> <li>(b) any sudden and unforeseen failure of any insured boiler or pressure plant</li> </ul> <p>(2) The complete severance of a rope</p> <p>(3) The fracturing or distortion of any part of the Property Insured by frost including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine.</p>
<b>Collapse</b>	<p>The sudden and dangerous distortion of any part of the Property Insured caused by crushing stress by force of steam or fluid pressure.</p>
<b>Damage</b>	<p>Physical loss, destruction or damage.</p>
<b>Excess/Excesses</b>	<p>The amount(s), to be deducted after the application of any Average condition, specified in Your policy or The Schedule which We will deduct from each and every claim arising out of one cause. If more than one Excess is stated in The Schedule the highest amount will apply. You will repay any such amount paid by Us.</p>
<b>Explosion</b>	<p>The sudden and violent rending of Property Insured by force of internal steam or fluid pressure.</p> <p>Explosion does not include</p> <ul style="list-style-type: none"> <li>(1) pressure of chemical action</li> <li>(2) ignition of the contents of the Property Insured.</li> </ul>
<b>Property Insured</b>	<p>All parts of the items stated in The Schedule.</p> <p>Any item described in The Schedule as a boiler includes the firing apparatus, motors, pumps, fans and dedicated controls.</p> <p>Property Insured does not include</p> <ul style="list-style-type: none"> <li>(1) non-metallic or refractory linings</li> <li>(2) (a) cutting edges or extrusion heads</li> <li>(b) moulds, patterns or dies</li> <li>(c) heating elements</li> <li>(d) cables, ropes, belts or chains</li> </ul> <p>unless these require replacement as a result of Damage for which We have admitted liability</p> <ul style="list-style-type: none"> <li>(3) supporting or enclosing structures, foundations, masonry or brickwork</li> <li>(4) underground pipes</li> <li>(5) any power unit, used only for road or site mobility, where Damage is caused solely by Breakdown</li> <li>(6) (a) vehicles licensed for road use or which require a Certificate of Motor Insurance unless designed or adapted primarily as a tool of trade for the purpose of The Business</li> <li>(b) electricity generating equipment not used for the sole purpose of standby to the supply of electricity at The Premises</li> <li>(c) data processing, accounting or other office equipment</li> <li>(d) spare parts</li> </ul> <p>unless specified in The Schedule.</p>

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## Policy Conditions

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**The following Policy Conditions apply in addition to the conditions contained in each Section of the policy.**

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### Alteration of Risk

If there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury or Your interest ceases except by will or operation of law, We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

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### Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

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### Cancellation

- (1) You may cancel this policy at any time after the date We have received the premium by providing at least 30 days' written notice to Us.
- (2) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing written notice to You in accordance with the default termination provisions set out in Your Aviva credit agreement.

If Your policy is cancelled under (1) or (2) above, We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period. This is provided that, during the current Period of Insurance, there has been no:

- (a) claim made under the policy for which We have made a payment
  - (b) claim made under the policy which is still under consideration
  - (c) incident which You are aware of and which is likely to give rise to a claim, and which has already been, or is yet to be, reported to Us.
- (3) Where there is no Aviva credit agreement 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.
  - (4) We may also cancel this policy at any time by providing at least 30 days' written notice to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that, during the current Period of Insurance, there has been no:

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

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### Contribution

- (1) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, or would be but for the existence of this policy, We will only pay a rateable share of the loss.
- (2) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.
- (3) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

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### Discharge of Liability

We may at any time pay the Limit of Indemnity or the Sum Insured or a smaller amount for which a claim can be settled after deduction of any sum already paid. We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

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**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 to You 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 policy 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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**Identification**

The policy and The Schedule will be read as one contract.

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**Non Disclosure,  
Misrepresentation or  
Misdescription****(1) Before this policy was entered into**

If You have breached Your duty to make a fair representation of the risk to Us before the 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) 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.

**(2) Before a variation was agreed**

If You have breached Your duty to make a fair representation 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 would have increased the premium, or would have increased it by more than We did, or would not have reduced it or 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.

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<b>Option for Settlement</b>	<p>We may at Our option</p> <ol style="list-style-type: none"> <li>(1) Repair, reinstate or replace any equipment damaged or</li> <li>(2) Pay the amount of Damage</li> </ol> <p>We do not include</p> <ol style="list-style-type: none"> <li>(1) Temporary repairs carried out without Our consent</li> <li>(2) The cost of alterations, additions, improvements or overhauls carried out when any repair is undertaken.</li> </ol>
<b>Our Rights</b>	<p>If Damage occurs which may lead to a claim We may</p> <ol style="list-style-type: none"> <li>(1) Enter the building or premises</li> <li>(2) Take possession of, or require to be delivered to Us, equipment which We will deal with in a reasonable manner</li> </ol> <p>Without incurring liability or reducing Our rights</p> <p>We will not pay for Damage if You or anyone acting on Your behalf</p> <ol style="list-style-type: none"> <li>(1) Do not comply with Our requirements</li> <li>(2) Hinder or obstruct Us.</li> </ol>
<b>Reinstatement</b>	<p>When We decide, or are required to reinstate or replace any property, You will at Your expense provide plans, documents, books, and/or any information which We require. We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.</p> <p>The maximum amount We will pay in respect of one item is the Limit of Indemnity or Sum Insured for that item.</p>
<b>Subrogation</b>	<p>Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to enforce a right or remedy or obtain relief or indemnity from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.</p> <p>We may require You to carry out such actions before or after We make any admission of or payment of a claim.</p>

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## Policy Exceptions

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**The following Policy Exceptions apply to all Sections unless otherwise stated and in addition to the exceptions contained in each Section of the policy.**

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We will not provide cover in respect of

- (1) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
  - (a) (i) 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
  - (ii) mutiny or military uprising, martial law
  - (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above

However,

exceptions (1) (a) (b) and (c) do not apply to the Terrorism Section, when insured by this policy.

- (2) 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
  - (a) (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste 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
  - (b) the use of any weapon or device
    - (i) dispersing radioactive material and/or ionising radiation, or
    - (ii) using atomic or nuclear fission and/or fusion or other like reaction
  - (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of The Business for the purposes for which they were intended

However,

exceptions (2) (a) and (2) (b) do not apply to the Terrorism Section when insured by this policy

- (3) Money, negotiable instruments and specie, securities and bonds, jewellery, precious stones and metals, bullion, furs, curios and antiques, rare books, works of art, goods held in trust or on commission, documents, manuscripts, business books, computer systems records, explosives and hazardous substances, property in transit unless specifically mentioned.

However, Exception (3) does not apply to the Terrorism Section when insured by this policy.

- (4) 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, telecommunications equipment or systems, or any similar device
    - (b) media or systems used in connection with anything referred to in (4) (a) abovewhether Your property 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.
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However,

- (1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency but only to the extent that such claim would otherwise be insured under this Policy.
- (2) exceptions (4) (a) and (4) (b) do not apply to the Terrorism Section when insured by this policy.

**Definition**

The following definition only applies to this exception

**‘Defined Contingency’**

fire, lightning, explosion, aircraft and other aerial and/or spatial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

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## Policy Definitions

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### Definitions

***Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless an alternative Definition is stated to apply. A defined word or phrase will start with a capital letter each time it appears in the policy, except when used in the sections of this policy headed 'Policy Introduction', 'Contents', 'Contact Details for Claims and Help', 'Complaints Procedure' and 'Important Information' and in headings and titles.***

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### Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunications equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

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### Data

All information which is electronically stored or represented, or 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 of series of instructions.

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### Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

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### Defined Contingencies

- (1) fire
- (2) lightning
- (3) explosion
- (4) aircraft and other aerial and/or spatial devices or articles dropped from them
- (5) earthquake
- (6) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (7) storm or flood
- (8) escape of water from any tank apparatus or pipe
- (9) falling trees
- (10) impact by any vehicle or animal or by goods falling from either
- (11) escape of fuel from any fixed oil heating installation
- (12) malicious persons other than thieves
- (13) malicious persons other than thieves but only where involving entry into or exit from The Premises by forcible and violent means
- (14) theft or attempted theft
- (15) theft or attempted theft but only where involving entry into or exit from The Premises by forcible and violent means
- (16) theft involving violence or threat of violence to You, Your partners, directors or Employees.

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### Denial of Service Attack

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.

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### Employee(s)

- Any person who is
- (1) under a contract of service or apprenticeship with You, borrowed by or hired to You, a labour master or supplied by a labour master, employed by labour only sub-contractors, self-employed, under a work experience or training scheme, a voluntary helper while working under Your control in connection with The Business
  - (2) outworker or homeworker when engaged in work on Your behalf.

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### Failure

Any partial or complete reduction in the performance, availability, functionality or the ability to recognise or process any date or time of any Computer and Electronic Equipment, electronic means of communication or website.

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### Loss of Data

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 Computer and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

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<b>Money</b>	Any physical coin and/or bank currency note, postal and money order, bankers' draft, cheque and giro cheque, crossed warrant, bill of exchange and securities for money, postage, revenue, national insurance and holiday with pay stamp, national insurance and holiday with pay card, national savings certificate, war bond, premium savings bond and franking machine impression, credit company sales voucher, luncheon voucher and trading stamp, VAT invoice, all of which are current and legal tender.
<b>Period of Insurance</b>	From the effective date until the expiry date, both shown in The Schedule, or any subsequent period for which We accept payment for renewal of this policy.
<b>Prescribed Territories</b>	Great Britain, Northern Ireland, the Channel Islands, the Isle of Man.
<b>The Business</b>	Activities directly connected with the business specified in The Schedule.
<b>The Premises</b>	The premises specified in The Schedule.
<b>The Schedule</b>	The document(s) which specifies details of The Policyholder, The Premises, Insured Persons, Property Insured, Sums Insured, Limits of Indemnity and any Excess(es), Operative Time of Cover and any Deferment Period(s), Endorsements and Conditions applying to this policy.
<b>Unattended Vehicle</b>	Any vehicle where neither You or any person(s) authorised by You are able to keep the vehicle under observation and able to observe and reasonably prevent any attempt to interfere with it.
<b>Virus or Similar Mechanism</b>	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.
<b>We/Us/Our/Aviva</b>	Aviva Insurance Limited.
<b>You/Your/The Policyholder</b>	The person, persons, company, companies, partnership, partnerships or unincorporated association, named in The Schedule as The Policyholder.

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## Complaints Procedure and Important Information

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### Complaints Procedure

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#### 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 insurance adviser.

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#### What will happen if you complain to Aviva

If we are unable to resolve your concerns quickly, we will:

- Acknowledge your complaint promptly
- Assign a dedicated complaint expert who will review your complaint.
- Carry out a thorough and impartial investigation.
- Keep you updated of the progress.
- Do everything we can to resolve things as quickly as possible.
- Provide a written response within eight weeks of receiving your complaint, this will inform you of the results of our investigation or explain why this isn't possible.

Where we have been unable to resolve your concerns or have been unable to resolve your complaint within eight weeks, you may be able to ask the Financial Ombudsman Service to carry out an independent review. Whilst we are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the Financial Ombudsman Service by telephone on 0800 023 4567. You can also visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk), where you will find further information.

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#### Financial Services Compensation Scheme

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See [fscs.org.uk](http://fscs.org.uk)

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#### Customers with Disabilities

This policy and associated documentation are available in large print, audio and braille. If you require any of these formats, please contact your insurance adviser.

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