



Tradesmans Liability Insurance

Useful Telephone Number(s)

Claims helpline 0500 11 4477

In an emergency or to make a claim

Risk Solutions Helpline 0845 366 66 66

For advice on risk issues including health and safety.

Telephone Call Recording

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

Introduction

This is your Policy, explaining your insurance protection in detail.

Your premium has been based upon the information shown in the policy schedule.

Please check your Policy Schedule to ensure that the details we hold are correct.

If after reading your policy you have any questions, please contact your Insurance adviser.

Important

This policy is a legal contract and it is important that you examine it carefully to make sure that it meets your requirements. If it does not, or if your insurance requirements change, please let us know right away.

You are reminded of the need to tell us immediately of any facts or changes which we would take into account in our assessment or acceptance of this insurance as failure to disclose all relevant facts may invalidate your policy, or may result in the policy not operating fully.

Policy Schedule

Please check that we have shown the correct name, address and business description on the policy schedule.

The schedule will also indicate whether any special clauses or endorsements apply: the wordings of the special clauses are printed on pages seventeen to twenty one of the policy booklet.

If we have applied any special clauses or endorsements which exclude activities in which you are or may become engaged, please let us have details of those activities so that we can consider any necessary amendments or deletions to the policy. An additional premium may be required.

Definitions

It is important to understand that certain words in the policy have been defined in a particular way. Where these words appear in the policy, they are shown with capital initials.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

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

The Contract of Insurance

The Insured having applied to the Insurer by a Proposal (which shall be the basis of this contract and is deemed to be incorporated herein) and having paid or agreed to pay the premium

In accordance with the Sections referred to in the Schedule and subject to the terms of this Policy

- 1 The Insurer will indemnify the Insured and the personal representatives of the Insured in respect of legal liability incurred by the Insured
- 2 The Insurer will indemnify
 - (a) any director of the Insured
 - (b) any Person Employed
 - (c) any principal for whom the Insured is carrying out a contract for the performance of work but only to the extent required by the contract conditions
 - (d) the owners of plant hired in by the Insured but only to the extent required by the hiring conditions

against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured

- 3 The Insurer will indemnify
 - (a) the officers committees and members of the Insured's canteen social sports educational and welfare organisations and first aid fire security and ambulance services in their respective capacities as such
 - (b) any director or Employee of the Insured in respect of private work undertaken by any Person Employed for such director or Employee with the prior consent of the Insured

against legal liability arising from the provision of such facilities or services or work

Provided that each of the parties indemnified under this Policy will as if they were the Insured be subject to the terms of this 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



Underwritten by

Aviva Insurance Limited

Registered in Scotland, No. 2116

Registered Office: Pitheavlis, Perth, PH2 0NH

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

Contents – a guide to your policy

This booklet should be read in conjunction with your current Schedule which indicates precise details of your insurance protection.

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Definitions

The Insurer/The Company/Aviva
Aviva Insurance Limited

Policy

Policy means the policy booklet together with the current Schedule and any Endorsements or Special Clauses indicated on the 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

The Business

The Business means the activities directly connected with the Business specified in the Schedule to the extent that they are conducted at or from premises in Great Britain Northern Ireland the Isle of Man or the Channel Islands and includes the following ancillary activity

- 1 ownership use repair maintenance and decoration of premises occupied by the Insured
- 2 repair or maintenance of vehicles or plant owned and used by the Insured
- 3 the provision and management of canteen social sports educational and welfare organisations for the benefit of any Person Employed and first aid fire security and ambulance services
- 4 participation in exhibitions held in member countries of the European Economic Community

in connection with the Business specified in the Schedule

and in addition

- 5 a private work undertaken by any Person Employed for the Insured or for any director or Employee of the Insured with the prior consent of the Insured

Employee

Employee means any person who is

- 1 under a contract of service or apprenticeship with the Insured
- 2 supplied under a Youth Training Scheme or Job Training Scheme or similar Government Scheme

while working under the control of the Insured in connection with the Business

Person Employed

Person Employed means any Employee and any person who is

- 1 a labour master or supplied by a labour master
- 2 employed by labour only sub-contractors
- 3 self-employed
- 4 hired to or borrowed by the Insured
- 5 supplied to the Insured for the purposes of work experience under the Education (Work Experience) Act 1973 or subsequent legislation of similar intent
- 6 a prospective Employee who is undergoing practical work experience whilst being assessed by the Insured as to his or her suitability for employment

Definitions *continued*

7 a voluntary helper

while working under the supervision and control of the Insured in connection with the Business

8 an outworker or homemaker employed under a contract to personally execute any work in connection with the Business while he or she is engaged in that work

Bodily Injury

Bodily Injury includes death illness disease or nervous shock

Personal Injury

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

Damage

Damage means physical damage

Costs and Expenses

Costs and Expenses means

1 any claimant's legal costs for which the Insured is legally liable

2 all costs and expenses incurred with the Insurers 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

Limit of Indemnity

Section One – Public and Products Liability

Limit of Indemnity means the amount specified as such in the Schedule and the liability of the Insurer 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 Products Supplied or 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 Policy 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

Section Two – Employers Liability and Injuries to Working Partners or Proprietors

Limit of Indemnity means the amount specified in the Schedule including Costs and Expenses in respect of any one claim or series of claims against the Insured arising out of one cause

The Works

The Works means all works executed or to be executed by or on behalf of the Insured and all materials brought to the site of The Works for incorporation therein and all plant tools equipment temporary works temporary buildings or any other property brought onto or adjacent to the site for the purpose of the execution of The Works

Definitions *continued*

Contract Work Executed

Contract Work Executed means work carried out by or on behalf of the Insured away from the Insured's normal place of business or that of the party who carried out the work on behalf of the Insured and which at the time of the Event giving rise to a claim under this Policy is

- 1 no longer the property of
and
- 2 not under the custody or control of
the Insured or any Person Employed by the Insured

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 Insured at the Insured's normal place of business or that of the party who carried out the work on behalf of the Insured
or
- 2 which have been handled stored sold supplied or transported by the Insured

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 Insured or any Person Employed

Property

Property means material property

Period of Insurance

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

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

Territorial Limits

The Territorial Limits referred to in this Policy are

- 1 anywhere within 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
or
- 2 anywhere within the member countries of the European Community in connection with the activities of Persons Employed provided such persons are normally resident in Great Britain Northern Ireland the Channel Islands or the Isle of Man
or
- 3 elsewhere in the world in connection with the activities of Persons Employed provided such persons are normally resident in Great Britain Northern Ireland the Channel Islands or the Isle of Man and are not outside such countries for more than six months in any one year
or
- 4 anywhere in the world in connection with Products Supplied at or from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man

Asbestos

Asbestos asbestos fibres or any derivatives of asbestos

Definitions *continued*

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 telecommunication equipment computer controlled or programmed machinery equipment capable of processing data and/or similar devices whether physically or remotely connected thereto

Data

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

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

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

Failure

Any partial or complete reduction in the

- 1 performance or
- 2 availability or
- 3 functionality or
- 4 the ability to recognise or process any data or time

of any

- (a) Computer and Electronic Equipment
- (b) electronic means of communication
- (c) web site

Definitions *continued*

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 Computers and Electronic Equipment or Data Storage Materials including while stored on Data Storage Materials

Virus or Similar Mechanism

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

Section One

Public and Products Liability

Event

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

Indemnity

In respect of such an Event the Insurer will provide indemnity against

- 1 legal liability for compensation up to the Limit a Indemnity
and
- 2 Costs and Expenses

Extensions included in Section One

A Legal Expenses arising from Health and Safety Legislation

Event

- 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 similar safety legislation of Great Britain Northern Ireland the Isle of Man or the Channel Islands

or

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

Indemnity

The Insurer will provide indemnity up to the Limit of Indemnity against legal fees and expenses incurred in representing the Insured in such proceedings including appeals against the results of such proceedings

Provided that the proceedings relate to an act or omission or incident or alleged act or omission or incident which has been committed during the Period of Insurance within Great Britain Northern Ireland the Isle of Man or the Channel Islands and in the course of the Insured's Business

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 Employed
- 3 to proceedings consequent upon a deliberate act or omission by the Insured
- 4 to persons other than the Insured or any director or Employee of the Insured
- 5 where there is an indemnity provided by a legal expenses insurance policy

B Compensation for Court Attendance

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

- (a) any partner or proprietor up to £250 per day maximum
- (b) any director up to £250 per day maximum
- (c) any other Employee up to £150 per day maximum

C Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

The Insurer will indemnify the Insured in respect of

- (a) legal fees and expenses incurred with the Insurer's written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against the Insured

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

The Insurer will not provide indemnity

- 1 *unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within the Territorial Limits and in connection with the Business.*
- 2 *in respect of proceedings which*
 - (a) *result from any deliberate act or omission by the Insured.*
 - (b) *relate to any Employee.*
- 3 *in respect of any*
 - (a) *finer.*
 - (b) *remedial or publicity orders or any steps required to be taken by such orders.*
- 4 *where indemnity is provided by another insurance policy.*

Additional Clauses

In respect of the circumstances specified in the following Additional Clauses the Insurer will provide indemnity up to the Limit of Indemnity subject to the terms of the relevant Additional Clause and subject otherwise to the terms of this Policy

Provided that the circumstances arise in connection with the Business and that the Event giving rise to legal liability occurs during the Period of Insurance and within the Territorial Limits

1 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 Insured and which prior to disposal were owned by the Insured the Insurer will provide indemnity against such legal liability

2 Cross Liabilities

Where there is more than one party named as the Insured in the Schedule this Policy will apply separately to each such Insured in the same manner and to the same extent as if a separate Policy had been issued to each Insured and the Insurer 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

3 Motor Contingent Liability

Where the Insured is legally liable for accidental Bodily Injury or loss of or Damage to Property arising out of the use of any motor vehicle in connection with the Business the Insurer will indemnify the Insured against such legal liability

This indemnity will not apply

- (a) in respect of any vehicle owned or provided by the Insured or any Principal for whom the Insured is working or any sub-contractor acting for or on behalf of the Insured
- (b) in respect of loss of or Damage to such vehicle or to goods conveyed therein or thereon
- (c) while such vehicle is being driven by the Insured or by any person who to the knowledge of the Insured or of the Insured's representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- (d) to legal liability in respect of which the Insured is entitled to indemnity under any other insurance
- (e) outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

For the purposes of this Additional Clause the term Insured shall mean only the Insured named in the Schedule and no other party

Section One *continued*

4 Tenants Liability for Hired or Rented Buildings

Where the Insured is legally liable for accidental loss of or Damage to building(s) (or fixtures or fittings thereof) hired or rented to the Insured for the purpose of occupancy by the Insured the Insurer will provide indemnity against such legal liability provided the hire or renting takes place under a written contract

This indemnity will not apply to

- (a) the first £100 of such loss or Damage caused other than by fire or explosion
- (b) loss or Damage if the liability is assumed by the Insured under the written contract and would not have attached in the absence of such contract
- (c) 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 Insured

5 Liability for Buildings Temporarily Occupied

Where buildings (other than buildings comprising The Works) are temporarily occupied by the Insured for the purposes of carrying out work in connection with the Business the Insurer will provide indemnity against legal liability in respect of accidental loss of or Damage to such buildings or their contents occurring during the Insured's occupancy

Provided that such buildings are not owned leased hired or rented by the Insured or any sub-contractor acting for or on behalf of the Insured

6 Consumer Protection Act and Food Safety Act

The Insurer will provide indemnity to the Insured and any director of the Insured or Person Employed in respect of:

- 1 Costs of prosecution awarded against the Insured or any director of the Insured or Person Employed
- 2 legal fees and expenses incurred with the Insurers consent in the defence of and

arising from criminal proceedings brought or in an appeal against conviction from such proceedings in respect of a breach of Part 11 of the Consumer Protection Act 1987 or of Part 11 of the Food Safety Act 1990 or of Part II of the Food Safety (Northern Ireland) Order 1991

Provided that

- (a) the proceedings relate to an offence committed or alleged to have been committed during the Period of Insurance and in the course of the Insured's Business

(b) the indemnity will not apply

- (i) in respect of fines or penalties of any kind
- (ii) where indemnity is provided by any other insurance
- (iii) to proceedings consequent upon any deliberate act or omission

Exceptions to Section One

The Insurer will not be liable under Section One of this Policy in respect of

1 Injury to Persons Employed

Personal Injury to any Person Employed or to any working partner or proprietor comprising the Insured arising out of and in the course of employment by the Insured in the Business

2 Work at High Risk Premises

Any claim arising out of or in connection with any work undertaken on or in the following:

- (a) *power stations nuclear installations or establishments*
- (b) *refineries bulk storage or production premises in the oil gas or chemical industries*
- (c) *offshore structures or work underground or underwater*
- (d) *computers or computer rooms*
- (e) *aircraft hovercraft aerospace systems or watercraft (other than work on watercraft in docks harbours boatyards or inland waterways not involving the use of heat)*
- (f) *railways or airports*

3 Vehicles and Craft

Liability arising out of the possession ownership or use by or on behalf of the Insured or any person entitled to indemnity under Section One of this Policy 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 watercraft*

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) *the circumstances described in Additional Clause 3*
- (iii) *watercraft which are less than 8 metres in length*
- (iv) *barges used solely on inland waterways*

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- 4 The Works and Property under the Insured's control
Loss of or Damage to
- (a) The Works
 - (b) Property belonging to the Insured or hired or loaned to the Insured
 - (c) Property which is held in trust by or held in the custody or control of the Insured or any Person Employed by the Insured or any party who is carrying out work on behalf of the Insured other than in circumstances described in Additional Clauses 4 or 5
 - (d) Property for which there is a contractual requirement to effect insurance (other than public liability insurance)
 - (e) Property for which there is a contractual requirement to effect insurance by reason of Clause 21.2.1. of the 1980 Edition of the Joint Contracts Tribunal Conditions of Contract (or the corresponding clause in any prior version or any subsequent revision or substitution thereof or by any clause of similar intent under any other conditions of contract)
- 5 Loss of or Damage to Products Supplied or Contract Work Executed
- (a) loss of or Damage to

or
 - (b) the cost incurred by anyone in repairing removing replacing re-applying rectifying or reinstating

any Products Supplied or Contract Work Executed other than Products Supplied or Contract Work Executed under a separate previously completed contract
- 6 Recalling of Products Supplied or Contract Work Executed
The cost incurred by anyone in
- (a) recalling or making refunds in respect of any Products Supplied or Contract Work Executed
 - (b) remedying any defects or alleged defects in land or buildings or structures or other premises disposed of by the Insured
- 7 Liquidated damages and penalty clauses etc.
Liquidated damages or penalty clauses or fines or punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages
- 8 Professional services
Advice instruction consultancy design formula specification inspection certification or testing performed or provided separately for a fee or under a separate contract
- 9 Aircraft and nuclear risks
Liability arising out of Products Supplied with the knowledge of the Insured or Contract Work Executed by or on behalf of the Insured which could affect
- (a) the navigation propulsion or safety of any aircraft or other aerial device
 - (b) the safety or operation of nuclear installations
- 10 Contractual liability for Products Supplied
Any Products Supplied by or on behalf of the Insured where legal liability has been accepted by agreement unless such liability would have attached in the absence of such agreement
- 11 Pollution or Contamination
Pollution or contamination of buildings or other structures or water or land or the atmosphere (including 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
- 12 War
Any consequence whatsoever resulting directly or indirectly from or in connection with
- (a) war invasion act of 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

regardless of any other contributory cause or event
- 13 Date Recognition
Any claim of whatsoever nature 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 any of the foregoing*

whether the property of the Insured 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 including without limitation the failure or inability to recognize 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*

but this exception shall 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 (as defined hereunder) arising under Special Clause S, Personal Tools, but only to the extent that such claim would otherwise be insured under that Special Clause

Definition

For the purposes of this exception only, "Defined Contingency" shall mean fire lightning explosion aircraft and other aerial devices or articles dropped therefrom 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

14 E Risks

Any claim (other than in respect of Personal Injury) 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

15 Asbestos

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

Asbestos including any product containing Asbestos

Excess Applying to Section One

In respect of each and every Event resulting in accidental 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 the Insurer 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

Section Two

Employer's Liability and Injuries to Working Partners or Proprietors

1 Employer's Liability

In the event of Bodily Injury sustained by any Person Employed which arises out of and in the course of his or her employment by the Insured in the Business and which is caused during the Period of Insurance and within the Territorial Limits the Insurer will provide indemnity against

- 1 legal liability to such Person Employed for compensation and
 - 2 Costs and Expenses
- up to the Limit of Indemnity

2 Injuries to Working Partners or Proprietors

In respect of Bodily Injury sustained by any working partner or proprietor the Insurer will for the purposes of this Section deem such person to be an Employee provided that the Insurer shall only be liable where

- (a) the Bodily Injury is sustained whilst such working partner or proprietor is working in connection with the Business and
- (b) the Bodily Injury is caused by the negligence of another working partner proprietor or Employee whilst working in the Business and
- (c) the injured working partner or proprietor has a valid right of action in negligence against the working partner proprietor or Employee responsible for such Bodily Injury

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 Insured shall repay to the Insurer sums paid by the Insurer which the Insurer would not have been liable to pay but for the provisions of such law ordinance or statute

Extensions included in Section Two

A Legal Expenses arising from Health and Safety Legislation

Event

A 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 similar safety legislation of Great Britain Northern Ireland the Isle of Man or the Channel Islands

or

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

Indemnity

The Insurer will provide indemnity up to the Limit of Indemnity against legal fees and expenses incurred in representing the Insured in such proceedings including appeals against the results of such proceedings

Provided that the proceedings relate to an act or omission or incident which has been committed during the Period of Insurance within Great Britain Northern Ireland the Isle of Man or the Channel Islands and in the course of the Insured's Business

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 a Person Employed
- 3 to proceedings consequent upon a deliberate act or omission by the Insured
- 4 to persons other than the Insured or any director or Employee of the Insured
- 5 where there is an indemnity provided by a legal expenses insurance policy

B Unsatisfied Court Judgements

Event

In the event of a judgement 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 Insured in the Business against any company or individual other than the Insured operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man in any Court situate in those countries and remaining unsatisfied in whole or in part six months after the date of such judgement

Indemnity

The Insurer will at the request of the Insured 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 judgement to the Insurer

C Compensation for Court Attendance

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

- (a) any partner or proprietor up to £250 per day maximum
- (b) any director up to £250 per day maximum
- (c) any other Employee up to £150 per day maximum

D Cross Liabilities

Where there is more than one party named as the Insured in the Schedule this Policy will apply separately to each such Insured in the same manner and to the same extent as if a separate policy had been issued to each Insured and the Insurer 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 Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

The Insurer will indemnify the Insured in respect of

- 1 legal fees and expenses incurred with the Insurer's written consent for defending proceedings, including appeals
- 2 costs of prosecution awarded against the Insured which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

The Insurer will not provide indemnity

- 1 *unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within the Territorial Limits and in connection with the Business.*
- 2 *in respect of proceedings which*
 - (a) *result from any deliberate act or omission by the Insured.*
 - (b) *relate to any person other than an Employee.*
- 3 *in respect of any*
 - (a) *fines.*
 - (b) *remedial or publicity orders or any steps required to be taken by such orders.*
- 4 *where indemnity is provided by another insurance policy.*

Exception to Section Two

This section does not apply to liability of any bodily injury sustained by any Person Employed

(i) carried in or upon a vehicle

or

(ii) entering or getting on to, or alighting from, a vehicle

where such a bodily injury is caused by or arises out of the use by the Insured of a vehicle on a road

For the purpose of this EXCEPTION, the expressions "road", "use" and "vehicle" have the same meanings as in the Road Traffic Act 1988 or any subsequent legislation

General Exceptions applying to both Sections of this Policy

Radioactive Contamination

The Insurer will not be liable in respect of any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- 1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- 2 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 Section Two – Employer’s Liability and Injuries to Working Partners or Proprietors this General Exception will apply only when the Insured under a contract or agreement has undertaken to

- (a) indemnify another party
or
- (b) to assume the liability of another party

Terrorism

This policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (1) Terrorism
- (2) any action taken in controlling preventing suppressing or in any way relating to 1 above

except as stated in the **Special Provision – Terrorism** below

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

- (a) the use or threat of force and/or violence
and/or
- (b) 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 The Corporation alleges that by reason of this definition any consequence whatsoever resulting directly or indirectly from or in connection with 1 and 2 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 consequence whatsoever resulting directly or indirectly from or in connection with 1 and 2 above regardless of any other contributory cause or event is covered beyond that limit of liability) shall be upon the Insured

Special Provision – Terrorism

Subject otherwise to the terms conditions exceptions and exclusions of this Policy

When Section One Public and Products Liability and/or Section Two Employer’s Liability and Injuries to Working Partners or Proprietors are insured by this Policy neither of the exclusions in 1 or 2 above shall apply to

- (a) Section One Public and Products Liability but the Limit of Indemnity for the purposes of this Special Provision – Terrorism is limited to £2,000,000 or any other amount specified in the Policy for Public and Products Liability whichever is the lower
- (b) Section Two Employers Liability and Injuries to Working Partners or Proprietors but the Limit of Indemnity for the purposes of this Special Provision – Terrorism is limited to £5,000,000 including costs and expenses

Date Related Computer Failure

(not applicable to Employers Liability Cover)

This policy does not cover any legal liability or any other loss cost or expense directly or indirectly caused by or contributed to by or arising from the inability or failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the Insured or not and whether occurring before during or after the year 2000

- (i) correctly to recognise any date as its true calendar date or
- (ii) to capture save or retain and/or correctly to manipulate interpret or process any data information command or instruction as a result of treating any date otherwise than as its true calendar date or
- (iii) to capture save or retain and/or correctly to manipulate interpret or process any data or information as a result of the operation of any command which has been programmed into any computer software which causes loss of data or information or the inability to capture save retain or correctly to process such data or information on or after any date

General Conditions

1 Non-disclosure

This insurance will be voidable if there has been misrepresentation misdescription or non-disclosure of any material fact

2 Observance of Policy terms

The due observance and fulfilment of the terms Provisions Conditions Special Clauses and Endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by the Insured will be a condition precedent to any liability of the Insurer except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees

3 Claims procedure and requirements

The Insured will give immediate notice in writing to the Insurer of any Event for which there may be liability under this Policy regardless of any Excess and will

(a) provide the Insurer with such particulars and information as the Insurer may require

and

(b) forward to the Insurer immediately on receipt every letter writ summons and process

and

(c) advise the Insurer in writing immediately the Insured has knowledge of any impending prosecution Inquest or Fatal Accident Inquiry or other Inquiry in connection with the said Event

4 Claims control

The Insured will not make any admission of liability or offer promise or payment without the prior written consent of the Insurer

The Insurer will be entitled at its discretion to take over and conduct in the name of the Insured 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 Insured must give all information and assistance required

5 Discharge of Liability

The Insurer may at any time pay the Limit of Indemnity (less any sum or sums already paid as compensation) or any lesser amount for which a claim or claims can be settled and will be under no further liability in respect thereof except for Costs and Expenses incurred prior to the date of such payment

6 Reasonable precautions

The Insured must take all reasonable care to prevent injury loss or damage and to maintain the premises plant and everything used in the Business in proper repair and to act in accordance with all statutory obligations and regulations

The Insured must forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require

7 Other insurances

If in connection with any claim there is or but for the existence of this Policy would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured or any other person indemnified by this Policy (other than persons indemnified under this Policy by reason of contract conditions or conditions of hire) applicable to such claim the Insurer will not be liable under this Policy to indemnify the Insured or such person in respect of such claim except as far as concerns any excess beyond the amount which would be payable under such other indemnity or insurance had this Policy not been effected

8 Alteration of Risk

The Insured must give the Insurer as soon as practicable notice in writing of any alteration which materially affects this insurance

9 Cancellation

The Insurer may cancel this Policy by sending thirty days notice by registered letter to the Insured's last known address and in such event the Insured will become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance

Such cancellation will not prejudice the rights of the Insured under the Policy in respect of any insured Event occurring prior to the date of cancellation but the Insured will continue to remain bound by the Policy terms and Conditions in connection with incurred claims

The Insurer reserves the right to cancel this Policy forthwith in the event of non-payment of the premium or default under any instalment scheme or linked credit transaction. No refund will be made to the Insured of any instalment paid

Special Clauses

These Special Clauses apply only if the letter set against them appears in the relevant place in the Schedule. (Each Special Clause is subject otherwise to the limits terms Exceptions and Conditions of this policy)

A Builders-Erection Alteration Maintenance and Repair

Description of Work

The Business described in the Schedule will include

- 1 (i) the demolition or partial demolition of a building or structure

(ii) the making of roads and footpaths and the laying of pipes drains and sewers

only if such work forms part of a contract for the erection alteration maintenance or repair of buildings or structure" by the Insured
- 2 the demolition of other structure" not exceeding 4 metres in height and not forming part of any building

EXCEPTIONS

This Policy will not apply to

- (a) *any work of piling or water diversion or the use of explosives*
- (b) *the construction alteration maintenance and repair of towers steeples chimney shafts blast furnaces viaducts bridges docks tunnels dams or reservoirs*

B Heat Exclusion

This Policy will not apply to any liability arising out of the use of any heat producing equipment away from the Insured's own premises

C Heat Equipment Condition Electric oxy-acetylene or similar welding or cutting equipment, blow lamps, blow torches, hot air guns, hot air strippers or asphalt bitumen tar or pitch heaters

It is a condition precedent to liability that in respect of the use away from the Insured's own premises of electric oxy-acetylene or similar welding or cutting equipment, blow lamps, blow torches, hot air guns, hot air strippers or asphalt bitumen tar or pitch heaters the following precautions will be complied with on every occasion:

- 1 Adequate and suitable portable Fire Extinguishers to British Standard 5423:1987, or its predecessors or successors, in full working order, will be kept at each area of work and used immediately smoke or smouldering or flames are detected
- 2 The area in the immediate vicinity of the work will be cleared of all moveable combustible materials

Combustible materials which cannot be moved must be covered and protected by overlapping sheets or screens of non-combustible materials

- 3 A fire safety check of the working area to discover smoke, smouldering or flames (including spaces behind walls and screens or partitions and above false ceilings) will be made at regular intervals during the work and between 30 minutes and 60 minutes after completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered
- 4 Heat equipment will not be left unattended whilst hot or lit or switched on
- 5 Where there is more than one person working at a site where heat is being used the Insured will1 appoint a responsible person at each such site to ensure that the precautions stipulated in this condition are fully observed
- 6 Blow lamps and blow torches must be filled in the open, and must not be lit until immediately before use and extinguished immediately after use
- 7 The heating of asphalt bitumen tar or pitch must be carried out in the open and in a vessel designed for the purpose, placed on a non-combustible surface

in respect of each and every claim for loss of or Damage to Property arising from the performance of work involving the use of heat the Insurer will not be liable for the amount of the Excess shown in the Schedule.

D Groundwork

This Policy will not apply to

- (a) any work of demolition piling or water diversion or the use of explosives
- (b) the construction alteration maintenance or repair of viaducts bridges docks tunnels dams reservoirs towers steeples chimney shafts or blast furnaces
- (c) the making of excavations exceeding in any part a depth of 2 metres

E Tree Felling

This Policy will not apply to any liability arising out of or in connection with tree felling operations

F Insulation-Excluding Cavity Wall Injection

This Policy will not apply to liability in respect of

- (i) any work involving the injection of cavity walls with insulation material
- (ii) any work involving the use of urea formaldehyde

-
- (iii) the storing handling use repair removal stripping or dismantling of insulation or other material which the Insured knows or has reason to suspect contains asbestos

In connection with the indemnity granted by Section One of this Policy the shall not be liable for

- (a) failure or alleged failure of the system to perform correctly its intended function
- (b) any contractual liability in connection with the giving of a guarantee by the Insured where such liability would not have attached in the absence of such an Agreement

G Insulation-Including Cavity Wall Injection

This Policy will not apply to liability in respect of

- (i) any work involving the injection of cavity walls with insulation material unless the Insured holds a current certificate issued by the Agreement Board and/or the British Standards Institution in connection with this work and in connection with the materials used
- (ii) any work involving the use of urea formaldehyde
- (iii) the storing handling use repair removal stripping or dismantling of insulation or other material which the Insured knows or has reason to suspect contains asbestos

In connection with the indemnity granted by Section One of this Policy the Insurer shall not be liable for

- (a) failure or alleged failure of the system to perform correctly its intended function
- (b) any contractual liability in connection with the giving of a guarantee by the Insured where such liability would not have attached in the absence of such an Agreement

H Underground Services

In respect of any claim for loss of or damage to cables pipes or other services located underground it is a condition precedent to liability that the Insured prior to undertaking digging boring or excavation has

- (a) taken or caused to be taken all reasonable measures to identify the location of such cables pipes and services before any work is commenced which may involve a risk of damage thereto. Reasonable measures include the use of the Dial before you Dig service by dialling Freefone 111 where it is possible British Telecom cables are under the site

- (b) retained a written record of the measures which were taken to locate such cables pipes and other services

- (c) adopted or caused to be adopted a method of work which minimises the risk of damage to such services

- (d) conveyed the location of such cables pipes and services to those who are carrying out such work on behalf of the Insured

- 1 In respect of each and every claim against the Insured for loss of or damage to optical fibre cables the Insured shall bear the first 10% of any such claim or £250 whichever is the greater subject to a maximum of £2,500 per claim

- 2 In respect of each and every claim against the Insured for loss of or damage to other cables pipes or services located underground the Insured shall bear the first £250 of any such claim or any lesser amount claimed

J Site Clearance and Excavation Work

This Policy will not apply to

- (a) the demolition or partial demolition of a building or structure except for the purpose of erection reconstruction alteration maintenance or repair by or on behalf of the Insured
- (b) any work of piling or water diversion or the use of explosives
- (c) the construction alteration maintenance or repair of viaducts bridges docks tunnels dams reservoirs towers steeples chimney shafts or blast furnaces
- (d) the making of excavations exceeding in any part a depth of 5 metres

K Woodworking

This Policy does not apply to liability in respect of any claim arising in connection with the use by Employees of the insured of woodworking machinery driven by mechanical power

The expression "woodworking machinery" shall not be deemed to include lathes fret-saws boring machines sanding machines and mechanically driven portable tools

Special Clauses *continued*

L Alarm Installers/Locksmiths

This Policy does not apply to liability in respect of failure or alleged failure of

- (a) any fire or intruder alarm to warn of fire or smoke or intrusion
- (b) any lock or safe to adequately protect property from loss or Damage

M Provisional “Non-negligence” Cover-21.2.1. Perils Only

In consideration of the payment of a Deposit Premium the Insurer will indemnify the Insured and the Employer named in The Contract to which this Special Clause applies in respect of any expense liability loss claim or proceeding which the Employer may incur or sustain by reason of damage to any Property other than The Works occurring during the period of indemnity and caused by collapse subsidence heave vibration weakening or removal of support or lowering of ground water arising out of and in the course of or by reason of the carrying out of The Works

Definitions applicable to this Special Clause The Contract

The Contract means only a contract undertaken by the Insured under the Joint Contracts Tribunal Standard Form of Building Contract where the Insured is required to effect insurance in accordance with Clause 21.2.1. of the 1980 Conditions of that Contract or Clause 19(2)(a) of earlier editions or the corresponding clause in any subsequent editions or revisions

Employer

Employer means any public authority company firm or person named as the Employer in The Contract entered into by the Insured

Limit of Indemnity

The liability of the Insurer under this Special Clause in respect of all such expenses liabilities losses claims or proceedings will not exceed the sum of Two Hundred and Fifty Thousand Pounds (£250,000) during the period of The Contract unless otherwise agreed in writing by the Insurer

Exceptions

The Insurer will not be liable under this Special Clause in respect of

- 1 *any expense liability loss claim or proceeding*
 - (a) *caused by the negligence or omission or default of the Insured or their agents or any Person Employed or of any sub-contractor or his employees or agents*
 - (b) *which is attributable to errors or omissions in the planning or the designing of The Works*
 - (c) *arising from damage which could reasonably be foreseen to be inevitable having regard to the nature of the work to be executed or the manner of its execution*
 - (d) *arising from damage occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds*
- 2 *any sum payable under any penalty clause or by reason of breach of contract*
- 3 *the first Five Hundred Pounds (£500) of each and every claim unless otherwise agreed in writing by the Insurer*
- 4 *contracts for demolition or work involving the use of explosives unless otherwise agreed in writing by the Insurer*
- 5 *loss of or damage to property which is at the risk of the Employer under the terms of The Contract or any liability assumed by the Employer under any agreement which would not have attached in the absence of such agreement*

Additional Conditions applicable to this Special Clause

- 1 The Insured will within 21 days of the date of entering into The Contract or the date of the commencement of The Contract whichever is the sooner give the Insurer full details of The Contract whereupon the Insurer will submit a quotation for such Contract and on confirmation that the quotation is accepted the indemnity granted by this Special Clause shall be varied by a separate Endorsement in accordance with the terms specifically agreed

If the Insurer refuses to submit a quotation for The Contract or if the quotation submitted by the Insurer in respect of The Contract is not accepted by the Insured or the Employer within 14 days of it being issued by the Insurer the indemnity granted by this Special Clause in respect of that Contract will be terminated forthwith and the Insurer will be entitled to receive from the Insured an additional premium for the period during which this Special Clause

has applied such premium being calculated pro rata on the amount of the Deposit Premium paid for the provisional cover facility described in this Special Clause subject to a minimum premium of one third of that Deposit Premium

- 2 If by reason of the nature of The Contract or the amount of indemnity required the Insurer at their discretion but with the consent of the Insured employ the services of an independent surveyor and the quotation submitted is not accepted then the Insured will pay the surveyor's fee to the Insurer

Deposit Premium

Subject to the terms and Conditions of this Special Clause and subject otherwise to the terms of this Policy if the facility described in this Special Clause is not invoked the Insured may claim a refund of up to two-thirds of the amount of the Deposit Premium on expiry of the Period of Insurance

N Domestic Office and Shop Cleaners

This Policy does not apply to liability in respect of

- (a) work other than internal cleaning of domestic premises offices or shops
- (b) the setting or failing to set fire or intruder alarms by the Insured or Person Employed by the Insured

O Carpet Curtain Blind and Upholstery Cleaners

This Policy does not apply to liability in respect of loss of or Damage (including shrinkage or discolouration) to items on which the Insured is or has been working where the loss or Damage results from such work

P Photographers

This Policy does not apply to liability in respect of

- (i) aerial photography

In addition Section One of this Policy does not apply to

- (a) professional errors omissions or neglects
- (b) the value of any information or data recorded or stored on film tape documents discs photographic prints or negatives or any other data recording media
- (c) consequential loss arising from loss Damage or errors in photographic materials

Q Domestic Water Filtration Engineers

This Policy does not apply to liability in respect of

- (a) failure or alleged failure or unsuitability of any Products Supplied or Contract Work Executed to perform correctly their or its intended function
- (b) the supply or installation or repair of water filtration equipment other than to domestic premises

R Electric Soldering or Desoldering or Carpet or Aspirated Irons

When work which involves the use of heat by electric soldering or desoldering or carpet or aspirated irons is being undertaken away from the Insured's own premises it is a condition precedent to liability that:

- 1 Electric soldering or desoldering or carpet or aspirated irons will not be left unattended whilst hot or lit or switched on
- 2 Any carpet and/or aspirated irons are thermostatically controlled

In respect of each and every claim for loss of or Damage to Property arising from the performance of work involving the use of heat the Insurer will not be liable for the amount of the Excess shown in the Schedule

S Personal Tools

In the event of accidental loss or Damage to Personal Tools occurring during the Period of Insurance and within the Territorial Limits the Insurer will by payment or at its option by reinstatement replacement or repair indemnify the Insured or any Employee against such loss or Damage

The total amount payable by the Insurer to the Insured or any one Employee in respect of accidental loss of or Damage to Personal Tools shall not exceed:

- (a) £1500 during any one Period of Insurance
- (b) £250 in respect of any one Personal Tool

The Insurer shall not be liable in respect of

- 1 Loss or Damage caused by any inherent defect wear and tear rust or any gradually operating cause or any process of cleaning adaptation modification alteration repair or restoration of the Personal Tool
- 2 Electrical electronic or mechanical breakdown or derangement unless caused by accidental Damage to the exterior of the Personal Tool

Special Clauses *continued*

- 3 Loss due to depreciation
- 4 Consequential loss of any kind
- 5 Loss or Damage directly caused by condensation
- 6 Personal Tools more specifically insured
- 7 Loss or Damage which is not identifiable with a specific event
- 8 the first £100 of any claim or any lesser amount of any claim for loss of or Damage to Personal Tools
- 9 Loss or Damage to Personal Tools
 - (a) arising from the theft or attempted theft of or from any vehicle and whilst it is left unattended unless
 - 1 (a) force is used to gain entry to the vehicle and such entry causes external and visible damage to it
and
 - (b) any security alarms fitted to the vehicle are set
or
 - 2 the vehicle is garaged in a securely locked building of standard construction or guarded security park
- (b)
 - 1 whilst they are left unattended unless they are stored in a securely locked building
 - 2 carried otherwise than within the securely enclosed interior of a vehicle unless as a result of overturning or collision
 - 3 arising from theft or attempted theft by any Employee of the Insured

Definition

Personal Tools – shall mean hand tools and portable power tools belonging to the Insured or any Employee and/or held in trust by or held in the custody or control of the Insured or any Employee

Subject otherwise to the limits terms and Conditions of the Policy

T Flow Meter Installers/Repairers

This Policy does not apply to liability in respect of loss of or Damage to Property or Bodily Injury arising out of the failure or alleged failure of pumps valves thermostats or other control systems to measure and/or control the flow of gases liquids solids or electricity

U Office Machinery Service/Repair

This Policy does not apply to liability caused by the failure or alleged failure or unsuitability of any Products Supplied or Contract Work Executed to perform correctly their or its intended function

Customer Care

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 all 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 and 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 adviser or usual Aviva point of contact.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone:
0800 023 4567 (free from landlines) or
0300 123 9123 (free from most mobile phones)

Or simply log on to their website at 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 is also available in large print, audio and Braille. If you require any of these formats in the first instance please contact your insurance adviser.



Underwritten by, Aviva Insurance Limited
Registered in Scotland, No. 2116
Registered Office: Pitheavlis, Perth PH2 0NH

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