

# Schedule for Your Commercial Combined Insurance Policy

Produced on 25 July 2023

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## Your Renewal Schedule

Please keep The Schedule safe with Your policy.

This Schedule outlines your cover. Clauses and Conditions applying to your cover are detailed in the Clauses and Conditions Schedule and should be read and understood in conjunction with your policy wording.

For Property Damage and Business Interruption covers, Your Schedule refers to Risk Locations and Premises. Each Risk Location consists of one or more Premises.

A unique reference number has been applied to each Risk Location, for example **001**. Premises within that Risk Location are identified by the number after the hyphen, for example Premises 2 at this Risk Location appears as **001-002**.

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## Policyholder Details

<b>The Policyholder</b>	Chipping Sodbury Cricket Club
<b>Contact address</b>	Meadowview, The Street Burton Chippenham, SN14 7LU
<b>The Business</b>	Cricket Club - Amateur

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## Policy Details

<b>Policy number</b>	100579572CCI
<b>Effective date</b>	01 August 2023
<b>Expiry date</b>	31 July 2024
<b>Annual premium (excluding Insurance Premium Tax)</b>	£3,194.33
<b>Insurance Premium Tax</b>	£383.33
<b>Total amount due</b>	<b>£3,577.66</b>

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## Insurance Adviser Details

<b>Your Insurance Adviser</b>	MARSH COMMERCIAL - BRISTOL (EBU) CASTLEMEAD LOWER CASTLE STREET BRISTOL BS1 3AG
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## Important

If the information in The Schedule is incorrect or incomplete, or if the insurance does not meet Your requirements, please tell Us as soon as possible.

You are reminded of the need to tell Us immediately of any circumstances or changes which We would take into account in Our assessment or acceptance of this insurance as failure to disclose all relevant circumstances may invalidate Your policy, or may result in the policy not operating fully.

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## Summary of Cover

<b>The Policyholder</b>	Chipping Sodbury Cricket Club
<b>The Business</b>	Cricket Club - Amateur



There may be differences in the cover selected between premises, so please check the details carefully.

**Sections You have chosen to cover:**

Property Damage, Money and Assault, Goods In Transit, Business Interruption, Employers' Liability, Public and Products Liability, Commercial Legal Protection, Management Liability

**Other sections available that You have chosen not to cover:**

Business All Risks, Frozen Foods, Contract Works, Machinery, Computer, Plant and Equipment, Renewable Energy, Cyber, Terrorism, Professional Indemnity, Commercial Crime, Inspection Service, Group Personal Accident, Business Travel

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**Conditions**

*The following conditions apply across all sections of your policy in addition to the conditions contained within your Policy Wording unless otherwise stated*

*For the Claims Procedure relating to your Management Liability cover please refer to the Management Liability section at the back of this policy*

**Claims Procedure**

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (1) tell Us immediately of any event or occurrence which may result in a claim
- (2) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves
- (3) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within
  - (a) 30 days, or
  - (b) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons of You becoming aware of the event or occurrence, or such further time that We may allow
- (4) provide Us with all information and help We require in respect of the claim
- (5) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy
- (6) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement
- (7) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

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**Subjectivity Condition**

The insurance cover provided by Aviva may be subject to You or Us carrying out certain actions. We will clearly state below if the insurance provided by Us is subject to You

- (1) providing Us with any additional information requested by the required date(s)
- (2) allowing Us access to The Premises, Your Contract Sites, and/or The Business to carry out surveys
- (3) completing any actions agreed between You and Us by the required date(s)
- (4) allowing Us to complete any actions agreed between You and Us.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option

- (1) modify the premium
- (2) make amendments to the terms and conditions of the insurance cover
- (3) require You to make alterations to The Premises for which We have provided an insurance cover by the required date(s)
- (4) withdraw any insurance cover provided
- (5) leave the terms and conditions of the insurance cover and the premium, unaltered.

We will contact You with our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved We will withdraw the insurance cover.

The above conditions do not affect Our right to withdraw any insurance cover if We discover information material to Our acceptance of the risk that was not disclosed when requesting the original quotation.

## Contact Details for Claims and Help

### Do You or Your employees use a Smartphone or Tablet Device?

Why not scan the QR Code and store Our contact details directly to Your device?



### Services

As an Aviva customer, You can access additional services to help You keep Your business running smoothly. For Our joint protection telephone calls may be recorded and/or monitored.

#### Claims Service: 0800 015 1498

A 24 hour, 365 days a year claims line providing You with emergency assistance whenever it is required. When We know about Your problem, We will start to put the solutions in place.

#### Legal and Tax Helpline 0345 300 1899

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. This service, given in confidence, is included as part of your insurance policy.

#### Commercial Legal Protection 0345 300 1899

If you have Commercial Legal Protection cover, please call the helpline for legal advice as soon as you are aware of an incident. Please have your policy number to hand.

If You think that You might need to claim please contact the helpline on **0345 300 1899** and obtain a reference number. A claim form is also available to download at [www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection).

#### Risk Solutions Helpline 0345 366 6666

Call for advice on safety, fire, security and other issues that can affect Your business. Most enquiries can be dealt with over the telephone, but if We can't give you an immediate answer, We will deal with your enquiry within one working day.

This service is available during office hours with an answering service outside these times.

#### Counselling Service Helpline 0117 934 0105

This is a confidential service available to Your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

#### Website - <https://avivabusinesslaw.farill.io/>

This service (provided by DAS Businesslaw and powered by Farillio) is built specifically to help businesses manage a wide range of business and legal issues. You'll get access to:

- a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help you with the day-to-day running of your business, as well as helping you to manage your exposure to legal risk
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- topics range from branding, crowdfunding, financial and tax planning, to marketing strategy to help build and grow your business
- email alerts on changes in law, legislation and regulation
- unlimited legal advice via the legal advice helpline

To register

1. Visit <https://avivabusinesslaw.farill.io/>
2. Enter the voucher code DASBAV1100 into the 'First time using Aviva Businesslaw?' box and click 'Validate Voucher'
3. Fill out your name, email address, and create a password
4. Validate your email address by pressing the link in the confirmation email that you receive.

## Property Damage

### All Risks and Excesses

For details of Your Property Damage cover, please refer to the Property Damage section of Your policy wording. In addition to the All Risks cover, the following also apply unless stated otherwise at Risk Location, The Premises or Property Insured:

Theft and Subsidence

#### Excess:

You will pay the first £500 of each and every occurrence , except for:

Subsidence £1,000

### Risk Location 001

#### Location Address:

The Ridings, St. Johns Way, Chipping Sodbury, Bristol, BS37 6PQ

### The Premises 001-001

#### Description/Occupation:

Sport, Health and Fitness Facilities Excluding Stadia

### All Risks and Excesses

For details of Your Property Damage cover, please refer to the Property Damage section of Your policy wording. In addition to the All Risks cover, the following also apply unless stated otherwise at Property Insured:

Theft and Subsidence

#### Excess:

You will pay the first £500 of each and every occurrence , except for:

Flood £750  
Subsidence £1,000

### Property Insured:

Item	Property Insured	Sum Insured	Basis of Cover	Basis of Claim Settlement	Declared Value
1	Buildings	£420,137	Full Value	Day One Reinstatement	£336,109
2	Machinery, Plant, Furniture, Fixtures, Fittings & All Other Contents	£127,446	Full Value	Reinstatement	-
3	Trophies, Cups and Regalia	£1,334	Full Value	Reinstatement	-
4	Wines, spirits and other alcoholic drinks	£2,670	Full Value	Indemnity	-
6	Playing Green	£13,719	Full Value	Reinstatement	-

**Total Sum Insured for all Property at this Premises £565,306**

#### Index Linking:

Applies to all the Property Insured detailed above

### The Premises 001-002

#### Description/Occupation:

Sport, Health and Fitness Facilities Excluding Stadia

**All Risks and Excesses**

For details of Your Property Damage cover, please refer to the Property Damage section of Your policy wording. In addition to the All Risks cover, the following also apply unless stated otherwise at Property Insured:

Theft and Subsidence

**Excess:**

You will pay the first £500 of each and every occurrence, except for:

Flood	£750
Subsidence	£1,000

**Property Insured:**

Item	Property Insured	Sum Insured	Basis of Cover	Basis of Claim Settlement	Declared Value
5	Buildings	£128,614	Full Value	Day One Reinstatement	£102,890

**Index Linking:**

Applies to all the Property Insured detailed above

**Money and Assault****Money****Cover**

Item No.		Limit Any One Loss
(1)	Postal and money orders, bankers' drafts, cheques and giro cheques, crossed warrants, bills of exchange and securities for money, postage stamps, revenue stamps, national insurance stamps, holiday with pay stamps, national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds, franking machine impressions, credit company sales vouchers, luncheon vouchers, trading stamps and VAT invoices	£250,000
	The following Items exclude Money as described in Item 1	
(2)	Money not contained in a locked safe in	
	(a) The Premises outside Business Hours	£250
	(b) the private dwelling houses of Your principals or authorised Employees	£500
(3)	Money contained in locked safes outside Business Hours	
	(a) Unspecified Safe	£2,500
(4)	Money on The Premises during Business Hours or in a bank night safe	£5,000
(5)	Any Other Loss of Money	£5,000

**Estimated Annual Carryings**

You have advised Us that Your estimated annual amount of Money in transit (other than Money described in Item 1 above) will not exceed

Own annual carryings	£125,000
Security company annual carryings	Nil

You will pay the first £0 of each and every occurrence.

**Assault****Cover**

Compensation by Contingency Number

(1) death	£50,000
(2) Loss of Hearing and/or Loss of Sight and/or Loss of Speech	£50,000
(3) Loss of Limb	£50,000
(4) Temporary Total Disablement (weekly compensation)	£500
(5) Temporary Partial Disablement (weekly compensation)	£250
within 24 months of bodily injury	
(6) Permanent Total Disablement after 24 months of bodily injury	£50,000

## Goods in Transit

### Cover

Method of Transit	Limit
Maximum Limit per conveyance, excluding private cars	£50,000
Maximum Limit per conveyance by private cars	£5,000
Maximum Limit Any One Occurrence	£100,000
Tools Limit Any One Occurrence	£6,500

### The Excesses

Theft or attempted theft from Unattended Vehicle for each and every Occurrence	£500
All other losses, including Your driver Personal Effects, for each and every Occurrence	£100

## Business Interruption

### The Business:

Cricket Club - Amateur

### All Risks and Excesses

For details of Your Business Interruption cover, please refer to the Business Interruption section of Your policy wording.

In addition to the All Risks cover, the following also apply unless stated otherwise at Risk Location, The Premises or individual Cover(s):

Theft and Subsidence

### Excess:

You will pay the first £0 of each and every occurrence

### Cover:

The following apply only to the Risks notified to and accepted by Us

Item	Description	Estimated Amount/Sum Insured	Maximum Indemnity Period
1	Revenue Sum Insured	£46,709	12 months
2	Increased Cost of Working	£13,345	12 months
3	Outstanding Debit Balances	£33,362	12 months

### Index Linking:

Applies to the Cover detailed above

### Revenue

For the item(s) listed above, Revenue is fully described as follows:

1 As derived from the cricket club

## Risk Location 001

### Risk Location Address:

The Ridings, St. Johns Way, Chipping Sodbury, Bristol, BS37 6PQ

## The Premises 001-001

### Description/Occupation:

Sport, Health and Fitness Facilities Excluding Stadia

## The Premises 001-002

### Description/Occupation:

Sport, Health and Fitness Facilities Excluding Stadia

## Employers' Liability

The operation of any limit of indemnity is stated in The Schedule or the relevant Clause, Condition, Section or Endorsement of Your policy.

**Limit of Indemnity:** £10,000,000

**Terrorism Limit of Indemnity:** £5,000,000

**War Limit of Indemnity:** £5,000,000

An Employers' Liability certificate is attached. It is recommended that You retain a copy of each Employers' Liability certificate issued to You.

### Description of Activity

Professional cricketers	£12,794	Wages
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**Index Linking:** Applies to the Wages, as detailed above.

## Public and Products Liability

The operation of any limit of indemnity or excess is stated in The Schedule or the relevant Clause, Condition, Section or Endorsement of Your policy.

**Limit of Indemnity:** £5,000,000

**Terrorism Limit of Indemnity:** £5,000,000

### Description of Activity

Amateur sports club members - cricket and squash	160	Per Capita
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**Endorsements applying to Public and Products Liability** (subject otherwise to the terms and conditions shown in Your policy).

### Activities and Events Exceptions

We will not provide cover for

- (1) sponsored walks, rides, marathons or similar events
- (2) fireworks displays or bonfires
- (3) bouncy castles and other inflatable devices
- (4) Bodily Injury arising from
  - (a) go-karting, quad biking or motor sports
  - (b) parachute jumping, paragliding or parascending
  - (c) bungee jumping or abseiling
  - (d) ballooning or other flying activities
- (5) events involving
  - (a) weapons
  - (b) passenger carrying amusement devices
  - (c) remote controlled model aircraft
  - (d) animal rides
  - (e) pyrotechnics.

### Excess

We will not provide cover for the first amount of £500 of Compensation, Costs and Expenses in respect of each and every event of Damage to Property.

### Products Supplied - Restriction

We will not provide cover for Products Supplied other than the sale or supply of food and drink intended to be consumed on Your premises, the supply of office requisites or the disposal of furniture and office equipment previously used in the course of The Business.

## Commercial Legal Protection

### Cover

Contingency Operative	Rating Basis		Limit of Indemnity
Employment Disputes	Wages	£12,794	£50,000
Employment Compensation Awards	Maximum Any one Period	£1,000,000	
Service Occupancy	Wages	£12,794	£50,000
Legal Defence	Wages	£12,794	£50,000
Property Protection	Wages	£12,794	£50,000
Bodily Injury	Wages	£12,794	£50,000
Tax Protection	Wages	£12,794	£50,000
<b>Index Linking:</b>	Applies to the Wages, as detailed above.		

**Endorsements applying to Commercial Legal Protection (subject otherwise to the terms and conditions shown in Your policy).**

#### Abuse and Molestation Exception

We will not provide indemnity in respect of bodily injury including death, illness, disease or nervous shock, wrongful arrest, detention, imprisonment, eviction and accusation of shoplifting arising out of

- (1) the alleged, actual or threatened abuse or molestation of any person
  - (a) in the care of
  - (b) under the protection of  
You or anyone working for or on behalf of You
- (2) the negligent
  - (a) employment
  - (b) investigation
  - (c) supervision
  - (d) reporting to the proper authorities or the failure to report
  - (e) retention
 of any person for whom You are or ever were legally responsible and whose conduct is excluded by (a) above.

## Management Liability

#### Territorial Limits:

United Kingdom and European Economic Area

#### Rating Basis:

Turnover £0 - 250,000

### Directors & Officers

#### Limit of Indemnity:

£100,000

#### Basis of Indemnity:

Any One Claim

#### Excess for Insured Person:

£0

#### Excess for Company Reimbursement:

£0

#### Prior/Pending Date:

01/08/2016



## Clauses and Conditions Schedule

### Introduction

The Clauses and Conditions included in this Schedule apply to the covers you have selected. This document should be read in conjunction with your cover Schedules.

## Clauses

### Property Damage

**Clauses applying to all Property Damage Risks on cover** (subject otherwise to the terms and conditions shown in Your Policy).

The following clauses are applicable and are displayed in full in Your Policy wording:

Automatic Reinstatement, Change in Temperature, Computer Breakdown, Contract Sale Price, Customers Goods, Damage to Playing Surfaces, Description of Property, Drains, Glass, Hire Agreement, Machinery Re-erection Costs, Machinery Breakdown, Munitions of War, Non Invalidation, Professional Fees, Services, Subrogation, Transfer of Interest, Umbrella Limits, Workmen

The following clauses are applicable and are displayed in full in Your Policy wording with the information below explaining any values relating to each of them:

<b>All Other Contents</b>	Documents, manuscripts, business books, plans and designs	£250,000
	Data Storage Materials	£25,000
	Any one person's property in total for any one claim - Pedal cycles, tools and other personal items	£2,500
	Any one item - Rare books, antiques, paintings or other works of art	£2,500
	Any one claim - Rare books, antiques, paintings or other works of art	£10,000
	Any one claim - Wines, spirits, cigarettes and tobacco	£1,000
<b>Capital Additions</b>	Maximum payable	10%
	Maximum payable	£500,000
<b>Changing Locks</b>	Any one claim	£5,000
<b>Damage to Grounds</b>	Any one claim	£25,000
<b>Debris Removal</b>	Maximum any one claim	£25,000
<b>Exhibitions</b>	Number of days	15 day(s)
	Any one claim	£50,000
<b>Falling Trees</b>	Maximum payable	£2,500
<b>Fire and Security Equipment</b>	Maximum any one claim	£25,000
<b>Homeworkers</b>	Any one claim and in any one Period of Insurance per Director, Partner or Employee	£5,000
<b>Incompatibility of Software Programs</b>	Any one cause	£25,000
<b>Lamps, Signs and Nameplates</b>	Any one item	£1,000
<b>Metered Services</b>	Any one claim	£25,000
<b>Seasonal Increase</b>	Increase	25%
	Increase	£500,000
	Months applicable	November, December, January

<b>Temporary Removal</b>	Any one claim	10%
	Any one claim	£250,000
	Consecutive days	90 day(s)
<b>Theft Damage to Buildings</b>	Any one Period of Insurance	£25,000
	Excess	£1,000
<b>Theft of Computers and Audio Visual Equipment</b>	Any one claim	£100,000
<b>Trace and Access</b>	Any one claim	£25,000
<b>Trade Samples</b>	Any one item	£500
	Any one claim	£10,000

## Money & Assault

### Money

**Clauses applying to all Money Risks on cover** (subject otherwise to the terms and conditions shown in Your Policy).

The following clauses are applicable and are displayed in full in Your Policy wording with the information below explaining any values relating to each of them:

<b>Clothing &amp; Personal Belongings</b>	Any one person	£500
<b>Vending Machines at Premises</b>	Any one claim	£500

### Assault

**Clauses applying to all Assault Risks on cover** (subject otherwise to the terms and conditions shown in Your Policy).

The following clauses are applicable and are displayed in full in Your Policy wording:

Amounts Payable

The following clauses are applicable and are displayed in full in Your Policy wording with the information below explaining any values relating to each of them:

<b>Medical and Dental Expenses</b>	Any one Insured Person	15%
	Any one Insured Person	£500

## Business Interruption

**Clauses applying to all Business Interruption Risks on cover** (subject otherwise to the terms and conditions shown in Your Policy).

The following clauses are applicable and are displayed in full in Your Policy wording:

Outstanding Debit Balances (Book Debts)

The following clauses are applicable and are displayed in full in Your Policy wording with the information below explaining any values relating to each of them:

<b>Additional Increased Cost of Working</b>	Maximum payable	£100,000
<b>Essential Personnel</b>	Any one Period of Insurance	£10,000
	Maximum any one Period of Insurance	£50,000
<b>Failure of Floodlights, Underground Heating and Computerised Turnstiles</b>	Maximum payable any one loss	£50,000
	Maximum payable any one loss for failure resulting from accidental means other than Damage. However, if the maximum payable any one loss stated above is lower, that limit will apply	£50,000
<b>Full Failure of Electricity Supply</b>	Maximum payable any one Period of Insurance for failure resulting from accidental means other than Damage	£100,000
	Consecutive hours	4 hours
	Maximum payable any one loss	£50,000
<b>Full Failure of Gas Supply</b>	Maximum payable any one loss	£50,000

	Maximum payable any one loss for failure resulting from accidental means other than Damage. However, if the maximum payable any one loss stated above is lower, that limit will apply	£50,000
	Maximum payable any one Period of Insurance for failure resulting from accidental means other than Damage	£100,000
	Consecutive hours	4 hours
<b>Full Failure of Telecommunications</b>	Any one loss per day in respect of any one failure	£50,000
	Any one loss in respect all failures in any Period of Insurance	£50,000
	Any one loss per day in respect of any one failure resulting from accidental means other than Damage. However, if the any one loss per day limit stated above is lower, that limit will apply	£7,250
	Any one loss in respect all failures in any one Period of Insurance for failure resulting from accidental means other than Damage. However, if the any one loss in respect of all failures in any one Period of Insurance above is lower, that limit will apply	£50,000
	Any one loss in respect all failures Maximum payable any one Period of Insurance for failure resulting from accidental means other than Damage	£100,000
<b>Full Failure of Water Supply</b>	Consecutive hours	24 hours
	Maximum payable any one loss	£50,000
	Maximum payable any one loss for failure resulting from accidental means other than Damage. However, if the maximum payable any one loss stated above is lower, that limit will apply	£50,000
	Maximum payable any one Period of Insurance for failure resulting from accidental means other than Damage	£100,000

<b>Loss of Attraction – Unspecified</b>	Consecutive hours	4 hours
	Maximum payable any one Period of Insurance	£50,000
	Consecutive hours	72 hours
	Maximum Indemnity Period	3 month(s)
<b>Loss of Licence – Club Premises Certificate</b>	Maximum payable any one claim	£100,000
<b>Lottery Winners</b>	Number of days	14 day(s)
	Amount won exceeds	£100,000
	Maximum Indemnity Period	1 month(s)
	Any one Period of Insurance	£50,000
<b>Prevention of Access</b>	Distance (miles)	1
	Maximum payable any one Period of Insurance	£50,000
	Consecutive hours	72 hours
	Maximum Indemnity Period	3
<b>Specified Disease, Food Poisoning, Vermin Pests and Defective Sanitation, Murder or Suicide</b>	Maximum payable any one Period of Insurance	£25,000
	Maximum Indemnity Period	3 month(s)
	Consecutive Hours	72 hours
	Maximum payable any one loss	£100,000
<b>Unspecified Customers</b>	Maximum payable any one loss	£100,000
<b>Unspecified Suppliers</b>	Maximum payable any one loss	£100,000

## Employers' Liability

**Clauses applying to all Employers' Liability Risks on cover** (subject otherwise to the terms and conditions shown in Your Policy).

The following clauses are applicable and are displayed in full in Your Policy wording:

Additional Activities, Contractual Liability, Cross Liabilities, Corporate Manslaughter and Corporate Homicide Act 2007, Health and Safety Legislation, Our Right of Recovery, Unsatisfied Court Judgements

The following clauses are applicable and are displayed in full in Your Policy wording with the information below explaining any values relating to each of them:

<b>Payment for Court Attendance</b>	Limit per day (You/director/partner)	£500
	Limit per day (Employee)	£500

## Public and Products Liability

**Clauses applying to all Public and Products Liability Risks on cover** (subject otherwise to the terms and conditions shown in Your Policy).

The following clauses are applicable and are displayed in full in Your Policy wording:

Additional Activities, Buildings Temporarily Occupied, Consumer Protection Act 1987 and Food Safety Act 1990, Contractual Liability, Corporate Manslaughter and Corporate Homicide Act 2007, Cross Liabilities, Defective Premises, Employees' and Visitors' Personal Belongings, Health and Safety Legislation, Motor Contingent Liability, Overseas Personal Liability

The following clauses are applicable and are displayed in full in Your Policy wording with the information below explaining any values relating to each of them:

<b>Abuse</b>	Maximum payable any one Period of Insurance	£5,000,000
	Excess payable any one Claim	£500
	Maximum Excess payable any one Period of Insurance	£2,500

<b>Cloakroom Cover</b>	Maximum payable any one article	£500
	Maximum payable any one Period of Insurance	£10,000
	Excess	£50
<b>Data Protection Act 1998</b>	Maximum payable any one Period of Insurance	£1,000,000
<b>Hired or Rented Premises</b>	Excess	£250
<b>Payment for Court Attendance</b>	Limit per day (You/director/partner)	£500
	Limit per day (Employee)	£500

## Directors & Officers Liability Cover

**Clauses applying to Directors & Officers cover** (subject otherwise to the terms and conditions shown in Your Policy).

The following clauses are applicable and are displayed in full in Your Policy wording:

Bodily Injury (including Manslaughter Proceedings) Defence Costs, Civil Fines and Penalties, Data Confidentiality, Derivative Investigation Costs, Management Buy-Out, Mitigation Costs, Outside Directorships, Property Damage Defence Costs, Retired Insured Persons Cover, Spouses, Heirs or Legal Representatives, Subpoena Costs

The following clauses are applicable and are displayed in full in Your Policy wording with the information below explaining any values relating to each of them:

<b>Additional Limit of Indemnity for Insured Persons</b>	Inner Limit	£100,000
<b>Additional Limit of Indemnity for Non Executive Directors</b>	Percentage of Limit of Indemnity	10%
<b>Bail Bond Costs</b>	Inner Limit	£100,000
<b>Court Attendance Costs</b>	Per Insured Person/Per Day	£500
	Total Liability	£25,000
<b>Court Deprived Assets Additional Costs</b>	Inner Limit	£100,000
<b>Crisis Event and Reputation Protection Costs</b>	Inner Limit	£100,000
<b>Defence Costs for Extradition, Deportation and Asset Protection</b>	Inner Limit	£100,000
<b>Emergency Costs</b>	Percentage of Limit of Indemnity	10%
<b>Personal Tax Liability</b>	Inner Limit	£100,000
<b>Prosecution Costs</b>	Inner Limit	£100,000

## Action You Must Take

The following Conditions apply in addition to any Conditions stated in Your policy wording.

### The following Condition applies to all Sections (except for Management Liability)

#### Reasonable Precautions and Maintenance of Property

You must

- (1) maintain all premises and equipment, including fire extinguishing and security equipment, in a continuous satisfactory state of repair and in full working order in accordance with the manufacturers instructions and servicing requirements.
- (2) take all reasonable precautions to prevent loss, destruction or damage to the property insured and accident or injury to any person or loss, destruction or damage to their property.
- (3) conduct The Business in a lawful manner, complying with all legal requirements and safety regulations.
- (4) keep a record of purchases and sales.

### Property Damage

The following Conditions apply to the Property Damage Section

#### Change of Occupancy

You must tell Us immediately if

- (a) any building at The Premises becomes Unoccupied
- (b) if the buildings are to be occupied by contractors for renovation, alteration or conversion purposes
- (c) any Unoccupied building at The Premises becomes occupied or used.

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**Protections**

If in relation to any claim for Damage caused by theft or attempted theft, You have failed to fulfil the following condition, We will not pay that claim.

Whenever The Premises are closed for business or left unattended, You must ensure that all security devices provided to protect The Premises are properly fitted and put into full operation.

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**The following Condition applies to The Premises 001-001 and 001-002****Cooking Equipment**

If in relation to any claim for Damage to the Property Insured caused by or resulting from fire or explosion, You have failed to fulfil any of the following conditions, We will not pay that claim.

Where Cooking Equipment is located within The Premises

- (1) all Deep Frying Equipment must be fitted with a thermostat which prevents the temperature of fat or oil exceeding 205 degrees Centigrade (401 degrees Fahrenheit).

Where a separate high temperature safety thermostat is fitted, this must be set to a temperature of no greater than 230 degrees Centigrade (450 degrees Fahrenheit).

- (2) all extract hoods, canopies, canopy exhaust plenums, filters and grease traps must be thoroughly cleaned over their entire internal and external areas by the removal of all greasy and oily deposits and other waste materials at least every month
- (3) the entire internal area of all flues and extract system ducting, including extraction motors and fans must be thoroughly cleaned by a competent person, with the removal of all greasy and oily deposits and other waste materials, at least every 6 months
- (4) if the entire internal area of all flues and extract system ducting, including extraction motors and fans, have not been so cleaned within 6 months prior to the inception of this insurance or the addition of this condition, then they must be so cleaned within 30 days of the inception of this insurance or the addition of this condition, and at least every 6 months after that
- (5) suitable fire extinguishers and/or blankets must be kept in the frying and cooking area and staff are fully trained how to use them
- (6) no Cooking Equipment using fats, oils or coals must be left Unattended while the heat source is operating
- (7) all Cooking Equipment including flues and extract system ducting, must be kept from contact with and not in close proximity to combustible material including any such material within or forming part of the building.

The following definitions apply to this condition.

**Cooking Equipment**

All cooking and frying equipment including Deep Frying Equipment.

**Deep Frying Equipment**

Equipment used for frying by immersing in fat or oil.

**Unattended**

Without a competent person remaining continuously near the Cooking Equipment, either in full view of it or positioned where they are able to take action to prevent, extinguish or control a fire starting from such equipment.

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**The following Condition applies to The Premises 001-001 and 001-002****Premises Inspection**

If in relation to any claim for Damage to the Property Insured by fire You have failed to fulfil any of the following conditions, We will not pay that claim.

You must

- (1) examine all buildings for which You are responsible and any designated smoking area within The Premises for any smoking/smouldering materials at least once every 24 hours or at each close of any working day if sooner
- (2) extinguish any smoking/smouldering materials found and place them in non-combustible receptacles and remove the contents at the end of the working day or at least once every 24 hours and dispose of safely.

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**The following Condition applies to The Premises 001-001 and 001-002****Sauna Condition**

If in relation to any claim for Damage caused by or resulting from fire, You have failed to fulfil any of the following conditions, We will not pay that claim.

All saunas, steam rooms and Turkish baths must be

- (1) physically switched off at the power source to all sources of heat by the duty manager or a nominated senior staff member at the close of each and every period during which The Premises have been open to the public
- (2) inspected internally and externally by the duty manager or a nominated senior staff member and any loose or unfixed combustible materials removed before being switched on and at the close of each and

every period during which The Premises have been open to the public and at two hourly intervals throughout each and every period during which The Premises are open to the public

All inspections verifying these actions must be recorded in writing by the duty manager or nominated senior staff member responsible and the written records must be checked weekly by the management for compliance with these requirements.

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**The following Condition applies to all Risks declared to and accepted by Aviva****Unoccupied Premises**

If in relation to any claim for Damage while The Premises are Unoccupied, You have failed to fulfil any of the following conditions, We will not pay that claim.

You must

- (1) carry out internal and external inspections of the buildings at least every 7 day(s) days, maintaining a log of such inspections and, as soon as possible, repair, or arrange to repair, any damage or defects found including the removal of graffiti
- (2) remove all waste, unfixed combustible materials and gas bottles, either within or outside the buildings, from The Premises
- (3) securely lock and close all external doors, and windows, and secure and seal all letter boxes and openings
- (4) wherever possible, turn off all sources of power, fuel and water at the mains, chain and padlock the isolation valves, drain all water and fuel supply tanks, apparatus and pipes

However, where the buildings are protected by an

- (a) Intruder Alarm, CCTV or Fire Detection System or sprinkler installation, You must provide sufficient power, heat or water supplies for their effective operation.
  - (b) security patrols, You must provide sufficient power for safe and effective internal inspection
- (5) tell Us immediately if any building at The Premises becomes Unoccupied, if the buildings are to be occupied by contractors for renovation, alteration or conversion purposes or if the buildings are to become occupied or used.

Where The Premises are empty, vacant or disused but are tenanted, (1), (2), (3) and (4) above apply to the extent that they may be reasonably and practically implemented without frustrating or invalidating the lease, unless We agree otherwise in writing.

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**Money and Assault****The following Conditions apply to the Money and Assault Section****Medical Evidence**

In respect of Assault, We will, at Our option, arrange for the Insured Person to undergo a medical examination or, in the event of death, a post mortem examination.

You, or Your personal representatives, will supply to Us, at Your expense, any certificates, information or evidence in the format We require to support a claim.

**Money In Transit**

If in relation to any claim for loss of Money in transit (other than Money described in Item 1 of The Schedule), You have failed to fulfil any of the following conditions, We will not pay that claim.

You must ensure

- (1) that Money in transit is accompanied by the number of persons stated below, who must be either You and/or any director, partner or Employee
  - (a) over £2,500 up to £5,000 by at least 2 persons
  - (b) over £5,000 up to £8,000 by at least 3 persons
  - (c) over £8,000 up to £12,000 by at least 4 persons
  - (d) over £12,000 by an approved Security Company
- (2) private transport is used for amounts of Money in transit greater than £2,500 where the distance exceeds half a mile.

The maximum We will pay for any one claim will not exceed the Limit Any One Loss stated in The Schedule.

**Records and Key Security**

If in relation to any claim for loss of Money You have failed to fulfil any of the following condition, You will lose Your right to payment for that claim.

You must

- (1) keep a complete record of Money in a secure place other than in a safe or strongroom containing Money
- (2) ensure that outside of Business Hours, all safes and/or strongrooms are kept locked and the keys removed from The Premises unless The Premises are occupied by You or any director, partner or authorised Employee of Yours, in which case the keys must be kept in a secure place away from any safe or strongroom
- (3) ensure that whenever The Premises are closed for business or left unattended, all security devices to protect The Premises are properly fitted and put into full operation.

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## Goods in Transit

### The following Conditions apply to the Goods in Transit Section

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#### Reasonable Care

If in relation to any claim for Damage under the Goods in Transit Section, You have failed to comply with any of the following conditions, We will not pay that claim.

You must

- (1) only employ reliable and competent drivers, and
- (2) take all reasonable measures to
  - (a) prevent Damage
  - (b) secure loads properly
  - (c) maintain any Vehicle in accordance with current law and ensure that it is suitable for the purpose for which it is to be used
- (3) in the event of a claim, when requested by Us allow Us access to examine any Vehicle which You operate or premises from which You operate.

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## Public and Products Liability

### The following Condition applies to the Public and Products Liability Section

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#### Equipment Inspection Condition and Health and Fitness Advice Exception

If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim.

You must ensure that

- (1) any person providing training or instruction must hold a qualification from a relevant recognised organisation
- (2) all equipment
  - (a) is visually inspected by a competent person within each 24 hour period and withdrawn from use until any defects found are repaired
  - (b) is maintained and serviced in accordance with manufacturers guidelines
  - (c) is independently inspected by a qualified engineer on an annual basis or more frequently if required by manufacturers guidelines
  - (d) all inspections verifying actions referred to in (2) (a), (b) and (c) above are recorded and retained for a period of at least three years.

We will not provide cover for

- (1) Bodily Injury to any person as a result of their inexperience or physical inability to carry out advice or instruction given by, or on behalf of, The Insured
- (2) dietary advice or instruction
- (3) errors, omissions or neglects in treatment administered by You or on Your behalf.