Your Commercial Combined Insurance - Renewal Quotation Schedule

Produced on 25 September 2023, Quotation - Version #1 (1)

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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**.

Policyholder Details

The Policyholder Kirbymoorside Town Council

Contact address Church House

7, High Market Place Kirkbymoorside York, YO62 6AT

The Business Local Government Authority

Policy Details

Policy number 100768197CCI
Effective date 01 November 2023
Expiry date 31 October 2024

Annual premium (excluding

Insurance Premium Tax) £4,111.12
Insurance Premium Tax £493.33
Total amount due £4,604.45

Insurance Adviser Details

Your Insurance Adviser JAMES HALLAM LTD (PLYMOUTH)(SCHEME)

SPARGO HOUSE 10 BUDSHEAD WALK

PLYMOUTH DEVON, PL6 5FE

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.

Summary of Cover

The PolicyholderKirbymoorside Town CouncilThe BusinessLocal Government Authority





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, Business All Risks, Business Interruption, Employers' Liability, Public and Products Liability, Commercial Legal Protection, Commercial Crime, Management Liability

Other sections available that You have chosen not to cover:

Goods In Transit, Frozen Foods, Contract Works, Machinery, Computer, Plant and Equipment, Renewable Energy, Cyber, Terrorism, Professional Indemnity, Inspection Service, Group Personal Accident, Business Travel

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 Commercial Crime cover please refer to the Commercial Crime section of this policy

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.

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.

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 DASBAVI100 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:

£1,000

Subsidence

Risk Location 001

Location Address:

9, Church Street, Kirkbymoorside, York, YO62 6AZ

The Premises 001-001

Description/Occupation:

Community Centre

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:

Subsidence £1,000

Property Insured:

Item	Property Insured	Sum Insured	Basis of Cover	Basis of Claim Settlement	Declared Value
1	Buildings	£356,028	Full Value	Day One Reinstatement	£296,690
2	Machinery, Plant, Furniture, Fixtures, Fittings & All Other Contents	£20,615	Full Value	Day One Reinstatement	£17,179

Total Sum Insured for all Property at this Premises £376,643

Index Linking:

Applies to all the Property Insured detailed above

Risk Location 002

Location Address:

Church House, 7, High Market Place, Kirkbymoorside, York, YO62 6AT

The Premises 002-001

Description/Occupation:

Offices

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:

Subsidence £1,000

Property Insured:

Item	Property Insured	Sum Insured	Basis of Cover	Basis of Claim Settlement	Declared Value
3	Machinery, Plant, Furniture, Fixtures, Fittings & All Other Contents	£5,120	Full Value	Day One Reinstatement	£4,266

Index Linking:

Applies to all the Property Insured detailed above

Risk Location 003

Location Address:

Recreation Club, The Sportsfield,, New Road, Kirkbymoorside, York, YO62 6DY

The Premises 003-001

Description/Occupation:

Recreation Club

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:

Subsidence £1,000

Property Insured:

Item	Property Insured	Sum Insured	Basis of Cover	Basis of Claim Settlement	Declared Value	
4	Buildings	£170,759	Full Value	Day One Reinstatement	£142,299	
5	Storage Container	£2,839	Full Value	Day One Reinstatement	£2,365	
6	Machinery, Plant, Furniture, Fixtures, Fittings & All Other Contents	£18,307	Full Value	Day One Reinstatement	£15,256	

Total Sum Insured for all Property at this Premises £191,905

Index Linking:

Applies to all the Property Insured detailed above

Risk Location 004

Location Address:

Anywhere in Kirbymoorside, Kirkbymoorside, York, YO62 6AT

The Premises 004-001

Description/Occupation:

Anywhere In Kirbymoorside

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:

Subsidence £1,000

Prope	erty Insured:				
Item	Property Insured	Sum Insured	Basis of Cover	Basis of Claim Settlement	Declared Value
7	Playground Equipment (Old Road Play Area & Skate Park)	£112,800	Full Value	Day One Reinstatement	£94,000
8	Playground Equipment (Ryedale View Play Area & Woodland Trail)	£27,112	Full Value	Day One Reinstatement	£22,593
9	Street Furniture	£93,124	Full Value	Day One Reinstatement	£77,603
10	Street Lights	£115,268	Full Value	Day One Reinstatement	£96,057
11	Walls, Gates & fences	£7,513	Full Value	Day One Reinstatement	£6,260
13	2 x Defibrillators	£4,864	Full Value	Day One Reinstatement	£4,053
14	Roundabout Lighting	£2,808	Full Value	Day One Reinstatement	£2,340
15	Christmas Lights	£9,600	Full Value	Day One Reinstatement	£8,000

Total Sum Insured for all Property at this Premises £373,089 Index Linking:

Applies to all the Property Insured detailed above

Money and Assault

Money

Cover

Iten	n 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
Esti	mated Annual Carryings	
	have advised Us that Your estimated annual amount of Money in transit (other than Money decove) will not exceed	scribed in Item
Owr	n annual carryings	£125,000
Sec	urity company annual carryings	Nil
You	will pay the first £0 of each and every occurrence.	
As	sault	
Cov	rer er	
Con	npensation 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
with	in 24 months of bodily injury	
(6)	Permanent Total Disablement after 24 months of bodily injury	£50,000

Business All Risks

Item	Description	Sum Insured	Single Article Limit	Excess	Situation
1	Trophies, Cups, Shields, Medals, Silverware and Regalia.	£8,064	£20,000	£100	Worldwide
2	Portable electronic and photographic equipment including portable computer equipment, digital and non digital cameras, mobile telephones, television, DVD and audio equipment designed to be carried by hand, excluding portable hand tools, portable office equipment, specialist trade equipment and all personal effects.	£1,244		£100	United Kingdom

Basis of Claim Settlement - Reinstatement unless otherwise stated.

Situation is defined as follows:

The Premises

Any premises owned, hired or leased by You

United Kingdom

Anywhere in the United Kingdom including Transit

European Union

Anywhere in the United Kingdom including Transit and whilst temporarily removed anywhere within the European Economic Community for up to 90 days

Worldwide

Anywhere in the United Kingdom including Transit and whilst temporarily removed anywhere in the world for up to 90 days.

Endorsements applying to Business All Risks (subject otherwise to the terms and conditions shown in Your policy).

Business Interruption

The Business:

Local Government Authority

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	Maximum Indemnity
		Insured	Period
1	Increased Cost of Working	£50,000	12 months

Index Linking:

Applies to the Cover detailed above, except for the following items:

1 Increased Cost of Working

Risk Location 001

Risk Location Address:

9, Church Street, Kirkbymoorside, York, YO62 6AZ

The Premises 001-001

Description/Occupation:

Community Centre

Risk Location 002

Risk Location Address:

Church House, 7, High Market Place, Kirkbymoorside, York, YO62 6AT

The Premises 002-001

Description/Occupation:

Offices

Risk Location 003

Risk Location Address:

Recreation Club, The Sportsfield,, New Road, Kirkbymoorside, York, YO62 6DY

The Premises 003-001

Description/Occupation:

Recreation Club

Risk Location 004

Risk Location Address:

Anywhere in Kirbymoorside, Kirkbymoorside, York, YO62 6AT

The Premises 004-001

Description/Occupation:

Anywhere In Kirbymoorside

Additional Covers applying

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

Action by Police, Government or Other	Maximum payable any one claim	£50,000
Competent Authority	Maximum payable in the aggregate any one Period of Insurance	£50,000
	Distance (Miles)	1
	Consecutive hours	72 hours
	Maximum Indemnity Period	3 month(s)
Full Failure of Electricity, Gas and/or Water Supply	Maximum payable any one claim	£100,000
	Maximum payable in total in respect of all claims in the Period of Insurance	£300,000
	Maximum payable any one claim for failure resulting from accidental means other than Damage. However, if the maximum payable any one claim stated above is lower, that limit will apply	£50,000
	Maximum payable in total in any one Period of Insurance for failure resulting from accidental means other than Damage	£100,000
	Maximum Indemnity Period	12 month(s)
	Consecutive hours	4 hours

Employers' Liability

Description of Activities

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

Clerical £32,000 Wages
9 Council Members £72,292 Wages

Index Linking: Applies to the Wages, as detailed above.

Endorsements applying to Employers' Liability (subject otherwise to the terms and conditions shown in Your policy).

Work Away (Manual) Exception

We will not provide cover for manual work carried out away from The Insured's premises other than collection or delivery.

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: £10,000,000

Terrorism Limit of Indemnity: £5,000,000

Description of Activities

Population 3200 Per Capita

Playgrounds and bmx/skate parks - number of equipment 14 Each One

Skateboard/BMX Park 750 Per Capita

Endorsements applying to Public and Products Liability (subject otherwise to the terms and conditions shown in Your policy).

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.

Activities and Events Exceptions

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 other than where hired in, and operated by the supplier
- (4) Bodily Injury or Damage to Property arising from

go-karting, quad biking or motor sports

parachute jumping, paragliding or parascending

bungee jumping or abseiling

ballooning or other flying activities

weapons

passenger carrying amusement devices

remote controlled model aircraft

animal rides

pyrotechnics.

(5) events where combined numbers of participants and spectators on site exceed 2,000 at any one time

ACTIONS YOU MUST TAKE

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

Inflatable Devices Condition

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, in connection with inflatable devices that

a) You have in place a system of check to ensure that the supplier(s) of the inflatable device(s) has Public and Products Liability insurance and that You keep a written record of their insurer and policy number, and

b) the limit of indemnity under such policy is at least equivalent to the limit of indemnity under the Public and Products Liability Section of this policy.

the supplier must have sufficient training and knowledge to understand the procedures and rules regarding the safe use and operation of such devices.

the maximum number of persons allowed in or on such devices at any time will not exceed the number outlined in the manufacturers' guidelines or recommendations and such devices are supervised at all times by the supplier

all outdoor devices have adequate anchorage points which must be used at all times.

all devices are inspected:

daily prior to use, and

at least annually by a competent person and the records of such inspections checked by You and any defects or risks to health & safety have been rectified

Commercial Legal Protection

Cover

Contingency Operative	Rating Basis		Limit of Indemnity
Employment Disputes	Wages	£34,272	£100,000
Employment Compensation Awards	Maximum Any one Period	£1,000,000	
Service Occupancy	Wages	£34,272	£100,000
Legal Defence	Wages	£34,272	£100,000
Property Protection	Wages	£34,272	£100,000
Bodily Injury	Wages	£34,272	£100,000
Tax Protection	Wages	£34,272	£100,000
Index Linking:	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.

Commercial Crime

Cover

You have selected the following Covers under your Commercial Crime Section .

Cover	Limit of Indemnity	Excess
Internal Crime	£210,000	£15,000
Outsource Service Provider Crime	£100,000	£15,000
Corporate Identity Fraud	10% of the Limit of Indemnity for Internal Crime or £250,000, whichever is the lesser	£15,000
Electronic Transfer of Money Made in Error	10% of the Limit of Indemnity for Internal Crime or £250,000, whichever is the lesser	£15,000
Public Utilities Fraud	5% of the Limit of Indemnity for Internal Crime or £100,000, whichever is the lesser	£15,000
Telecommunications Fraud	5% of the Limit of Indemnity for Internal Crime or £100,000, whichever is the lesser	£15,000
Cheques Fraud	£50,000	£15,000
Third Party Computer and Funds Transfer Fraud	£100,000	£15,000

Endorsements applying to Commercial Crime (subject otherwise to the terms and conditions shown in Your Policy)

Inadvertent non-compliance with the Obligations stated in The Schedule

We will not be liable to pay any claim if You have not complied with and operated any one or more of the Obligations which is material to any part of that claim unless You can conclusively demonstrate that this non-compliance was an Inadvertent Breach of the Obligations. This Endorsement does not apply for the References Obligation.

For the purposes of this Endorsement an Inadvertent Breach of the Obligations means any failure by any Employee to comply with any part of the Obligations stated in The Schedule which was without the knowledge or consent of any director, partner, Member, trustee, officer, department director, senior manager or equivalent of Yours, but only if You can conclusively demonstrate that You

- had communicated the relevant Obligation(s) in writing to all Employees with responsibility for Money, stock and/or accounts
- (2) instructed all Employees of their duty to comply with and ensure compliance with the Obligations.

If We pay or agree to pay any claim or part of any claim where You did not comply with or operate the obligations the amount of The Excess will be increased by £5,000.

Retroactive Date

We will not provide cover for loss resulting from any act, event or matter committed prior to

- (1) the date this Section was first incepted, or
- (2) where equivalent cover to that provided under this Section has been continuously maintained in full force and effect prior to inception of this Section, the date which first applied to such equivalent cover.

Management Liability

Territorial Limits:

United Kingdom and European Economic Area

Rating Basis:

Turnover £0 - 250,000

Directors & Officers

Limit of Indemnity:

£250,000

Basis of Indemnity:

Any One Claim

Excess for Insured Person:

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Excess for Company Reimbursement:

£5.000

Prior/Pending Date:

01/11/2022

Endorsements applying to Directors & Officers (subject otherwise to the terms and conditions shown in Your policy).

Absolute Bodily Injury Exception

The following is added to the Exceptions to Directors & Officers Cover

any Claim arising directly or indirectly from or in consequence of or in any way relating to Bodily Injury.

Bribery and Commissions Exception

The following is added to the Exceptions to Directors & Officers Cover

any Claim arising directly or indirectly from or in consequence of or in any way relating to any payment, gift, fee, reward, advantage, donation, contribution or other consideration provided to

- (1) any person in return for
 - (a) their undertaking or not undertaking any action or
 - (b) their showing of any favour or disfavour
 - on behalf of such person or on behalf of any principal for whom such person acts as an agent or
- (2) any employee, member, officer, servant or agent of any public body in return for such public body undertaking or not undertaking any action or showing any favour or disfavour or
- (3) any charitable, political or governmental organisation anywhere in the world.

Corporate Legal Liability

Limit of Indemnity:

£250.000

Basis of Indemnity:

Any One Claim

Excess:

£5,000

Prior/Pending Date:

01/11/2022

Endorsements applying to Corporate Legal Liability (subject otherwise to the terms and conditions shown in Your policy).

Absolute Bodily Injury Exception

The following is added to the Exceptions to Corporate Legal Liability Cover

any Claim arising directly or indirectly from or in consequence of or in any way relating to Bodily Injury.

Absolute Breach of Contract Exception

The following is added to the Exceptions to Corporate Legal Liability Cover

any Claim arising directly or indirectly from or in consequence of or in any way relating to any actual or alleged breach of contractual obligation.

Bribery and Commissions Exception

The following is added to the Exceptions to Corporate Legal Liability Cover

any Claim arising directly or indirectly from or in consequence of or in any way relating to any payment, gift, fee, reward, advantage, donation, contribution or other consideration provided to

- (1) any person in return for
 - (a) their undertaking or not undertaking any action or
 - (b) their showing of any favour or disfavour
 - on behalf of such person or on behalf of any principal for whom such person acts as an agent or
- (2) any employee, member, officer, servant or agent of any public body in return for such public body undertaking or not undertaking any action or showing any favour or disfavour or
- (3) any charitable, political or governmental organisation anywhere in the world.

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, Contract Sale Price, Customers Goods, Damage to Playing Surfaces, Description of Property, Drains, Glass, Hire Agreement, Machinery Re-erection Costs, Munitions of War, Non Invalidation, Professional Fees, Services, Subrogation, Transfer of Interest, 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:

explaining any values relating to each of them:		
All Other Contents	Documents, manuscripts, business books, plans and designs	£250,000
	Models, moulds, patterns, dies, tools, templates, drawings and jigs	£100,000
	Data Storage Materials	£25,000
	Any one person's property in total for any one claim - Pedal cycles, tools and other personal items	£1,000
	Any one item - Rare books, antiques, paintings or other works of art	£10,000
	Any one claim - Rare books, antiques, paintings or other works of art	£25,000
	Any one claim - Wines, spirits, cigarettes and tobacco	£1,000
Capital Additions	Maximum payable Maximum payable	10% £500,000
Changing Locks	Maximum payable any one Period of Insurance	£25,000
Damage to Grounds	Any one claim	£25,000
Debris Removal	Maximum any one claim	£25,000
Energy Efficiency	Maximum payable any one claim	10%
	Maximum payable any one claim	£10,000
	Maximum payable in total in respect of all claims in the Period of Insurance	£10,000
Exhibition Sites	Maximum payable any one claim	£25,000
	Number of days	7 day(s)
Falling Trees	Maximum payable	£2,500

Fire and Security Equipment	Maximum any one claim	£25,000
Homeworkers	Any one claim and in any one Period of Insurance per Director, Partner or Employee	£5,000
Incompatibility of Software Programs	Any one cause	£25,000
Insect Nest Removal	Any one claim	£2,500
Lamps, Signs and Nameplates	Any one item	£1,000
Metered Services	Any one claim	£25,000
Seasonal Increase	Increase Increase Months applicable	25% £500,000 November, December, January
Temporary Removal	Any one claim Any one claim Consecutive days	10% £250,000 90 day(s)
Temporary Repair Costs	Maximum payable any one claim	£20,000
Theft Damage to Buildings	Any one Period of Insurance	£25,000
	Excess	£1,000
Theft of Computers and Audio Visual Equipment	Any one claim	£100,000
Trace and Access	Any one claim	£25,000
Trade Samples	Any one item Any one claim	£500 £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:

Clothing & Personal Belongings	Any one person	£500
Fundraising Events	Any one loss	100%
Vending Machines at Premises	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:

Medical and Dental Expenses	Any one Insured Person	15%	
	Any one Insured Person	£500	

Business All Risks

Clauses applying to Business All Risks (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

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 with the information below explaining any values relating to each of them:

Essential Personnel	Maximum payable any	£50,000
	one loss	

		0400
Full Failure of Telecommunications	Any one loss per day in respect of any one failure	£100
	Any one loss in respect all failures in any Period of Insurance	£2,500
	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
	Consecutive hours	24 hours
Lottery Winners	Number of days	14 day(s)
	Amount won exceeds	£100,000
	Maximum Indemnity Period	1 month(s)
	Maximum payable any one loss	£50,000
Prevention of Access	Distance (miles)	1
	Maximum payable any one Period of Insurance	£50,000
	Consecutive hours	72 hours
	Maximum Indemnity Period	3 month(s)
Public Relations Expenses	Maximum payable any one loss	£10,000
	Maximum payable any one Period of Insurance	£10,000
Specified Disease, Food Poisoning, Vermin Pests and Defective Sanitation, Murder or Suicide	Maximum payable any one Period of Insurance	£25,000
	Maximum Indemnity Period	3 month(s)
	Consecutive Hours	72 hours
Unspecified Customers	Maximum payable any one Period of Insurance	£100,000
	Maximum Indemnity Period Maximum payable any	12 month(s)
Unspecified Suppliers	Maximum payable any one Period of Insurance	£100,000

	Maximum Indemnity Period	12 month(s)
Workplace Recovery Office Facilities	Maximum payable any one Period of Insurance	£50,000

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:

Payment for Court Attendance	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:

Data Protection Act 1998	Maximum payable any one Period of Insurance	£1,000,000
Environmental Statutory Clean-Up Costs	Maximum payable	£2,000,000
Hired or Rented Premises	Excess	£250
Libel and Slander	Maximum payable	£1,000,000
Payment for Court Attendance	Limit per day (You/director/partner)	£500
	Limit per day (Employee)	£500

Commercial Crime

Clauses applying to all Commercial Crime 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:

explaining any values relating to each of them.		
Business Interruption Costs	Percentage of the Limit of Indemnity for Internal Crime or	10%
	Amount shown opposite whichever is the lesser	£250,000
Contractual Penalties	Percentage of the Limit of Indemnity for Internal Crime	15%
Discovery Period	Number of Months applicable	2
Expenses	Percentage of the Limit of Indemnity for Internal Crime or	10%
	Amount shown opposite whichever is the lesser	£250,000
Loss of Interest	Percentage of the Limit of Indemnity for Internal Crime	15%

Payment for Court Attendance	Limit per day (principal, partner, Member or director)	£150
	Limit per day (all other Employees)	£100
	Maximum payable for any Single Loss	£25,000

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:

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:

1 0 7		
Additional Limit of Indemnity for Insured Persons	Inner Limit	£100,000
Additional Limit of Indemnity for Non Executive Directors	Percentage of Limit of Indemnity	10%
Bail Bond Costs	Inner Limit	£100,000
Court Attendance Costs	Per Insured Person/Per Day	£500
	Total Liability	£25,000
Court Deprived Assets Additional Costs	Inner Limit	£100,000
Crisis Event and Reputation Protection Costs	Inner Limit	£100,000
Defence Costs for Extradition, Deportation and Asset Protection	Inner Limit	£100,000
Emergency Costs	Percentage of Limit of Indemnity	10%
Personal Tax Liability	Inner Limit	£100,000
Prosecution Costs	Inner Limit	£100,000

Corporate Legal Liability Cover

Clauses applying to Corporate Legal Liability 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:

Data Confidentiality, Pension and Employee Benefit Schemes, Regulatory Mitigation Costs, Shareholder 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:

Copyright Infringement Defence Costs	Inner Limit	£100,000
Crisis Event and Reputation Protection Costs	Inner Limit	£100,000
Identity Fraud Investigation Costs	Inner Limit	£50,000
Kidnap Event Crisis Expenses	Inner Limit	£50,000
Pollution Defence Costs	Inner Limit	£250,000

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.

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.

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.

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.

Business All Risks

The following Condition apply to the Business All Risks Section

Portable Computer Equipment

If in relation to any claim for Damage by theft or attempted theft of Portable Computer Equipment You have failed to fulfil any of the following conditions, We will not pay that claim.

You must ensure that where Portable Computer Equipment is

- (a) left in any Unattended Vehicle, it is concealed from view in a storage compartment, and the vehicle is securely locked and all security devices set in operation and, between the hours of 9.00pm and 6.00am, the vehicle is kept either in a locked building of substantial construction or guarded security park
- (b) in transit by air it is carried as hand luggage unless instructed otherwise by airline staff
- (c) in transit by ship or ferry it is stored in a securely locked cabin or road vehicle aboard such vessel or kept with You
- (d) in transit by railway or underground it is carried as hand luggage and kept with You.

The maximum We will pay for any one or all claims arising out of one cause is

- (a) £2,500 in respect of theft or attempted theft from an Unattended Vehicle
- (b) £10,000 in respect of any other theft or attempted theft
- (c) £50,000 in respect of any other Damage.

The following definition applies to this condition

Portable Computer Equipment

Personal computers, small microcomputers and similar equipment used by You for processing, communicating and storing electronic data and which are designed to be carried by hand.

Public and Products Liability

The following Conditions apply to the Public and Products Liability Section

Playgrounds and Amusement Devices Condition and 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 in connection with playground and amusement devices

- (1) all equipment, devices and facilities, including sand pits and paddling pools
 - (a) are manufactured and installed to the appropriate standard and maintained in good condition
 - (b) are inspected, by a competent person, at least weekly and all defects or risks to health or safety immediately rectified or the equipment, device or facility taken out of use
- (2) suitable signs are clearly displayed to customers stating any information, restrictions or limitations for the safe use of the equipment device or facility
- (3) they are risk assessed to determine where supervision is necessary and ensure that it is provided whenever the play equipment device or facility is in use.

We will not provide cover for the operation of mechanically powered passenger carrying amusement devices, skateboard parks or inflatable devices.

Skateboard Parks

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, in connection with skateboard parks

- (1) all structures including the skating surfaces
 - (a) are manufactured and installed to the appropriate standard and maintained in good condition
 - (b) are inspected by a competent person at least weekly and
 - (i) all defects or risks to health or safety immediately rectified or
 - (ii) the structure taken out of use
- (2) You will erect where necessary suitable signs detailing any information that is necessary for the safe use of the facility and clearly stating any restrictions on its use
- (3) You will determine where supervision is necessary and ensure that it is provided whenever the facilities are in use.

We will not provide cover for Bodily Injury to persons taking part in activities in the skateboard park unless caused by defects in the structure.

Commercial Crime

The following Conditions apply to the Commercial Crime Section.

Audit

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

Independent professional accountants or auditors will examine Your accounts at least every 12 months.

Bank Account Reconciliation

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

All cash book entries will be checked by someone other than the Employees responsible at least once in every 30 days against bank statements, receipts and other supporting documentation and the balance tested against cash and un-presented cheques.

Cash Balances, Floats and Petty Cash

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

The amount of cash balances, floats and petty cash will be laid down and will be subject to a physical check against supporting documents by someone other than the Employees responsible at least every 30 days.

Cheque Issue

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

- (1) Cheques will only be signed after they have been fully completed.
- (2) All manually prepared cheques with a value over £5,000 will be signed by at least two authorised signatories.
- (3) If cheques are prepared and signed by computer or machine
 - (a) dual control will be exercised over the operation
 - (b) at least one further manual signature will be applied where the value of the cheque exceeds £15,000
 - (c) supporting documentation will be examined and authorised prior to signing by computer or machine
- (4) All signatories, will examine the supporting documentation against the cheque prior to signing.

Computer Security

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

- (1) All update and amendment access to computer systems and programs containing accounting, stock and other valuable records will be protected by passwords. Passwords will be chosen by and confidential to the user and will be changed at least every 90 days
- (2) If You allow dial-up, internet or other external access to Your computer systems You will protect them with firewalls and anti-virus software which You will update regularly.

Debtors

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

- (1) Where You allow credit, statements of account will be issued at least once in every 30 days. If the issue of statements involves any Employees who receive payments then all accounts including all suppressed and suspense accounts will be reviewed by someone other than the Employees responsible at least once in every 90 days
- (2) Management action will be taken before an account becomes 90 days overdue.

Funds Transfer Controls

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

- (1) In respect of funds transfers involving electronic instructions
 - (a) at least dual control will be imposed to ensure that no one Employee can complete a funds transfer payment from beginning to end
 - (b) all Employees involved will require unique passwords to access the terminal, computer or system. Passwords will be confidential to the user
- (2) In respect of all telephone and facsimile instructions the bank or financial institution will be instructed to telephone an Employee other than the person who sent, issued, gave or transmitted, or purported to send, issue, give or transmit, the instructions to check that they are valid prior to transferring the funds
- (3) You will comply with all process and security controls agreed with the bank or other financial institution, through which Your transfers are made.

Investments, Funds Management, Dealing and Trading

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

- (1) You will exercise dual control over
 - (a) all investments and investment documents
 - (b) the management of funds including but not limited to pension funds, unit trusts, investment trusts and private client portfolios
 - (c) all dealing and trading operations including but not limited to securities, commodities, currency involving deals, trades, swaps, options, futures and other derivative deals and trades

to ensure that no one Employee can complete a transaction from beginning to end

- (2) A detailed list of all dealing and trading transactions will be prepared daily and submitted to the Treasurer or equivalent. You will entirely separate the back office administration and settlements from any Employee involved in any dealing or trading
- (3) All deals, trades, investment and other instructions will be confirmed in writing to the other party within 24 hours of the agreement independently of the investment manager, dealer or trader.

Money Received and Banking

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

- (1) Any Employee who receives or collects money and/or cheques in the course of their duties away from The Premises will be required to remit them to You at least 1 time(s) per week
- (2) All money and cheques received by Employees at The Premises, including that remitted in (1) above, will be banked at least 2 time(s) per week.

Payroll

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

The cast of the payroll will be examined at least once in every 90 days by someone other than the Employees responsible to check that the total amount drawn is correct and that there are no past or fictitious Employees included.

References

If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.

For all Employees engaged in any role

- (1) that involves handling Money, payments, orders, statements of account, stock
- (2) that involves having update and amendment access to accounting and stock recording systems
- (3) in Your accounts, information technology, information systems or computer departments
- (4) with a supervisory, management or directorial content

on or after the date this Section was first incepted, satisfactory written or fully documented verbal references will be obtained directly from former employers.

Such references must cover the preceding 2 year(s) of employment and must be provided in the event of a claim. Any gaps in the preceding 2 year(s) of employment must be accounted for.

References need not be obtained in respect of Employees who have satisfactorily and continuously been employed by You for at least 12 months in any capacity other than stated in (1) to (4) above.

In respect of Employees joining directly from school or Government sponsored youth training schemes at least one character reference will be obtained.