

# Schedule for Your Commercial Combined Insurance Policy

Produced on 08 November 2021

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## Your Policy Amendment Schedule

The Schedule forms part of Your policy and replaces the previous Schedule(s).

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>	Members for the time being of BBKA (British Beekeepers Association) and Local Associations detailed
<b>Contact address</b>	Street 11, Avenue J, Stoneleigh Park Kenilworth, CV8 2LG
<b>The Business</b>	Registered charity (CIO) and member association (including members activities), representing bee-keeping in the UK. Provision of publications, education and assessment programmes, telephone support and research on bee-keeping and related issues. Promotion of bee-keeping and education of the public about bee-keeping and the importance of bees in the environment (at events, online and by members) and ordinary bee-keeping activities, manufacture & supply of primary hive products, including bee health advice. They are also involved as the authority on honey bees, and accordingly are called upon to work in a wide variety of places, from schools to prisons, advise the public, move swarms and any other activities as required, including advising DEFRA and monitoring & tracking (but not dealing with) Asian hornets

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## Policy Details

<b>Policy number</b>	100746022CCI
<b>Effective date</b>	04 October 2021
<b>Expiry date</b>	03 October 2022
<b>Indicative future gross annual premium excluding Insurance Premium Tax</b>	

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## Insurance Adviser Details

<b>Your Insurance Adviser</b>	ASTON LARK LIMITED PARSONAGE CHAMBERS 3 THE PARSONAGE MANCHESTER LANCASHIRE, M3 2HW
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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.

## Summary of Cover

<b>The Policyholder</b>	Members for the time being of BBKA (British Beekeepers Association) and Local Associations detailed
<b>The Business</b>	Registered charity (CIO) and member association (including members activities), representing bee-keeping in the UK. Provision of publications, education and assessment programmes, telephone support and research on bee-keeping and related issues. Promotion of bee-keeping and education of the public about bee-keeping and the importance of bees in the environment (at events, online and by members) and ordinary bee-keeping activities, manufacture & supply of primary hive products, including bee health advice. They are also involved as the authority on honey bees, and accordingly are called upon to work in a wide variety of places, from schools to prisons, advise the public, move swarms and any other activities as required, including advising DEFRA and monitoring & tracking (but not dealing with) Asian hornets

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

### 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, Commercial Legal Protection, Professional Indemnity, Commercial Crime, Management Liability, 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***

### 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.

**The provision of this Aviva cover is subject to the following:**

- (a) **You must return a fully completed Liability Factfinder within 30 days of commencement of any cover. Failure to do so or an unsatisfactory Questionnaire may result in an increased premium or restrictions to the Policy**
- (b) **You must provide a 3 Year Insurers Confirmed Claims Experience within 30 days of commencement of any cover. Failure to do so may result in an increased premium or restrictions to the Policy**

**Premium Rebate Agreement**

Applicable Sections	IBNR Factor	Premium Rebate Calculation Date
Property Damage	0%	Annual renewal date
Money and Assault	0%	Annual renewal date
Business All Risks	0%	Annual renewal date
Business Interruption	0%	Annual renewal date
Employers' Liability	0%	Annual renewal date
Public and Products Liability	0%	Annual renewal date

**Premium Rebate**

Subject to You offering renewal of the insurance under the Applicable Sections of this policy for a minimum of a further 12 months at each Annual Renewal Date, and for a minimum of a further 12 months from the expiry date of this Agreement. We will provide a return of premium to You in accordance with the following scale, providing that the parameters of the Loss Ratio as set out in the table below are not exceeded on either an annual or cumulative basis over the Period of the Agreement.

Loss Ratio not exceeding	Premium Rebate
20.00%	10.0%
30.00%	7.5%
40.00%	5.0%

**For the purpose of this Agreement, the following definitions apply:**

**Loss Ratio**

The annual Incurred Claims Cost expressed as a percentage of the annual Premiums Paid (to the nearest 1%). Where the Incurred Claims Cost has been calculated prior to the expiry of the Period of Insurance, an adjustment will be made for the expiring months to represent a full year, enabling a 12 month Loss Ratio to be calculated.

Any rebate allowed may be subject to subsequent annual recalculation until all claims for that year have been settled or terminated.

**Incurred Claims Cost**

The total of claims paid and outstanding reserves accruing to the Period of Insurance being adjusted, plus an IBNR factor in respect of claims incurred but not yet reported to Us.

**IBNR Factor**

The factor detailed above which is applied to the relevant section specified in the Applicable Sections in respect of claims incurred but not yet reported to Us.

**Premium Rebate Calculation Date**

The date on which We will calculate any premium due to You under the terms of this Agreement under each Applicable Section.

**Premiums Paid**

The total Net, premiums paid in respect of the Applicable Sections for the period commencing at the inception of this Agreement, up to each subsequent Annual Renewal Date (annual renewal premium and any mid-term or end of year adjustments) but excluding any IPT or taxes.

**This Agreement is subject to all other terms and conditions of the Policy.**

**Endorsements**

The following endorsements apply to Your policy and are subject otherwise to the terms and conditions shown in Your policy.

**Business Description**

Registered charity and member association (including members activities), representing bee-keeping in the UK. Provision of publications, education and assessment programmes, telephone support and research on bee-keeping and related issues. Promotion of bee-keeping and education of the public about bee-keeping and the importance of bees in the environment (at events, online and by members) and ordinary bee-keeping activities, manufacture & supply of primary hive products, including bee health advice. They are also involved as the authority on honey bees, and accordingly are called upon to work with schools, advise the public, move swarms and any other activities as required.

**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.

## Contact Details for Claims and Help *(continued)*

### 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:

- unlimited legal advice via the legal advice helpline
- 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

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:

Street 11, Avenue J., Stoneleigh Park, Kenilworth, CV8 2LG

## The Premises 001-001

### Description/Occupation:

2 storey Office

### Property Insured:

Item	Property Insured	Sum Insured	Basis of Cover	Basis of Claim Settlement
1	Buildings	£1,043,125	Full Value	Reinstatement
2	Machinery, Plant, Furniture, Fixtures, Fittings & All Other Contents	£80,000	Full Value	Reinstatement
3	Computers and Software	£30,000	Full Value	Reinstatement
4	Stock	£20,000	Full Value	Indemnity
6	Apiaries in open	£10,000	Full Value	Reinstatement

**Total Sum Insured for all Property at this Premises £1,183,125**

**Index Linking:**

Applies to all the Property Insured detailed above

**Risk Location 003**

**Location Address:**

Unit 32 4, Compound 2 Shows Storage, Stoneleigh Park, Kenilworth, CV8 2LG

**The Premises 003-001**

**Description/Occupation:**

Charities

**Property Insured:**

Item	Property Insured	Sum Insured	Basis of Cover	Basis of Claim Settlement
7	Stock	£15,750	Full Value	Indemnity

**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	£10,000
(5)	Any Other Loss of Money	£10,000

**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	£250,000
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

## Business All Risks

Item	Description	Sum Insured	Single Article Limit	Excess	Situation
1	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.	£2,625		£100	United Kingdom
2	Specialist trade equipment, portable hand tools, portable office equipment, Employees, members, guests and visitors' personal effects, excluding all portable electronic and photographic equipment.	£7,500	£5,000	£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:

Registered charity (CIO) and member association (including members activities), representing bee-keeping in the UK. Provision of publications, education and assessment programmes, telephone support and research on bee-keeping and related issues. Promotion of bee-keeping and education of the public about bee-keeping and the importance of bees in the environment (at events, online and by members) and ordinary bee-keeping activities, manufacture & supply of primary hive products, including bee health advice. They are also involved as the authority on honey bees, and accordingly are called upon to work in a wide variety of places, from schools to prisons, advise the public, move swarms and any other activities as required, including advising DEFRA and monitoring & tracking (but not dealing with) Asian hornets

### 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	Increased Cost of Working	£250,000	12 months



**Index Linking:**

Applies to the Cover detailed above

**Risk Location 001****Risk Location Address:**

Street 11, Avenue J., Stoneleigh Park, Kenilworth, CV8 2LG

**The Premises 001-001****Description/Occupation:**

2 storey Office

**Risk Location 003****Risk Location Address:**

Unit 32 4, Compound 2 Shows Storage, Stoneleigh Park, Kenilworth, CV8 2LG

**The Premises 003-001****Description/Occupation:**

Charities

**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

**Description of Activities**

Premises Manual	£25,000	Wages
Bee Hive Erection, Swarm control and Fund Raising Activities	£25,000	Wages
Interest Groups - Clerical	£200,000	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).

**Woodworking Machinery Exception**

We will not provide cover for the use of powered woodworking machinery other than lathes, fret saws, boring or sanding machines, portable hand tools or portable cross-cut, mitre and bench saws.

**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**

Work away from Insured's premises excluding use of pesticides	£25,000	Wages
Turnover	£875,223	Turnover
Swarm Removal and other Activities	£97,247	Turnover
Work at Insured's premises	2	Premises
Number of members	27000	Per Capita

**Index Linking:** Applies to all the Activity Descriptions monetary amounts detailed above.



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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 parasailing
  - (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.

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**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.

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**Fertilisers, Herbicides, Pesticides and Insecticides Exceptions**

We will not provide cover for Products Supplied which are fertilisers, herbicides, pesticides or insecticides and which

- (1) fail or allegedly fail to correctly perform their intended function
- (2) cause Damage to any mixture of which they are a constituent
- (3) do not comply with relevant current legislation of The Defined Territories
- (4) The Insured have manufactured or processed other than breaking bulk or mixing or blending in accordance with manufacturers' instructions.

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**North American Products Supplied Exception**

We will not provide cover for Products Supplied which The Insured know, could be expected to know or knew would be used within the United States of America or Canada.

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**Pollution or Contamination Exception**

We will not provide cover for Pollution or Contamination.

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**Professional Indemnity Exceptions**

We will not provide cover for errors, omissions, misstatements or neglects in any

- (1) advice given by You or on Your behalf
- (2)
  - (a) plan, survey report, certificate or any similar document
  - (b) design, formula, instruction or specification
  - (c) computer programprepared by, or on behalf of, The Insured.

## 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, 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:

<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	7 day(s)
	Any one claim	£25,000
<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>Fundraising Events</b>	Any one loss	1%
<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 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:

<b>Essential Personnel</b>	Any one Period of Insurance	£10,000
	Lottery Winners	
	Number of days	14 day(s)
	Amount won exceeds	£100,000
	Maximum Indemnity Period	1 month(s)
	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:

<b>Payment for Court Attendance</b>	Limit per day (You/director/partner)	£500
	Limit per day (Employee)	£250

**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, Member to Member, 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>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)	£250

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## Action You Must Take

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

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### The following Condition applies to all Sections

#### 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.
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### 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 003-001

#### Minimum Security

##### Theft and Money Sections where insured by this policy

If in relation to any claim for Damage to the Property Insured caused by theft or attempted theft at The Premises, which occurs more than 30 days after the inception of this policy and You have failed to fulfil any of the following conditions, We will not pay that claim.

In respect of all those parts of The Premises occupied by You in connection with The Business You must ensure that all Perimeter doors and opening Accessible Perimeter windows are provided with an appropriate security measure, as described below and when The Premises are unattended, all such doors and windows to that part, or parts are closed and secured by such appropriate security measure being put into full and effective operation and any keys removed from the locks and stored away from such window or door.

- (1) Hinged doors must be secured as follows
  - (a) single leaf doors and the final closing leaf of double doors
    - (i) timber framed doors –by a lock certified as meeting British Standard BS3621
    - (ii) aluminium or steel framed doors –by a five (or more) pin cylinder mortice swing lock
    - (iii) plastic framed doors –by a lock assembly certified as meeting Publically Available Specification PAS3621 or a multi-point lock having at least three moving fastening points operated from a handle which is secured by a five (or more) pin cylinder lock
    - (iv) steel or composite construction (security) doors - by a security measure described in either (1) (a) (i) or (1) (a) (iii) above or by a five (or more) pin cylinder mortice lock
  - (b) the first closing leaf of double doors
    - (i) by having, adjacent to the top and bottom corners of the door, a rebate bolt or an internal key operated mortice rack bolt or a lockable bolt
    - (ii) by a multi-point lock having at least two moving fastening points operated from a handle which is secured by a five (or more) pin cylinder lock
- (2) Rolling shutter and rolling panel doors must be secured as follows
  - (a) manually operated doors – by having the operating chain fastened to an internal chain stop, housing or wall bracket by means of a padlock having a hardened steel shackle
  - (b) electrically operated doors – by having an internal operating switch permitting power to be isolated and secured in the 'off' position by means of an integral lock or a padlock
  - (c) wicket gates/personnel doors within such doors – by a lock certified as meeting British Standard BS3621
- (3) Cellar trap doors must be secured as follows

- (a) by having an internal steel padlock bar fastened by a padlock having a hardened steel shackle
- (b) by having, adjacent to the top and bottom corners of the door(s), an internal key operated mortice rack bolt or a lockable bolt noting that, where one leaf of double doors when closed prevents the opening of the other, only that leaf needs securing as stated
- (4) Doors described in 1 (a) and 2 (c) above which are not final exit doors must be secured by a security measure described in 1 (a) or 2 (c) above or any type of door lock or lockable fastening which is supplemented by having, adjacent to the top and bottom corners of the door, an internal key operated mortice rack bolt or a lockable bolt
- (5) Windows must be secured as follows
  - (a) roof lights – by an internal fastening device designed and supplied as suitable for the task
  - (b) louvre windows – by internal or external fixed steel bars or grilles
  - (c) other windows – internally by means of a fastening device having an integral lock, by a window lock or by a key operated mortice rack bolt
- (6) Emergency fire exits must be secured so that any door or window described in (1) – (5) above which is formally designated as being solely for use as an emergency fire exit by the person(s) legally responsible under fire safety legislation for fire safety is excluded from the stated requirements and instead must be secured by a fastening device designed and supplied as suitable for the task.

The following definitions apply to this condition.

#### **Perimeter**

Doors and windows that provide access from those parts of The Premises occupied by You in connection with The Business to the open air, into any area of The Premises not occupied by You in connection with The Business or into any adjoining premises.

#### **Accessible**

Perimeter windows located on

- (1) basement and ground floors
- (2) other floors where they can be reached by a person standing within any communal areas, areas of The Premises not occupied by You in connection with The Business or any areas of adjoining or adjacent premises
- (3) other floors where they can be reached by a person standing on adjoining or adjacent land or any external structural feature of The Premises, or any adjoining or adjacent premises, which can readily be climbed onto including but not limited to stairways, fire escapes, lower storey roofs, porches, balconies.

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#### **The following Condition applies to The Premises 001-001 and 003-001**

##### **Storage of Flammable Liquids Condition**

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

Where Flammable Liquids with a flash point below 55°C are stored at The Premises, You must store all such liquids in a purpose built, clearly identified, proprietary cabinet or lidded metal container, located in a 'no smoking' area with notices posted accordingly and tell Us immediately if quantities stored exceed 50 litres.

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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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**The following Condition applies to The Premises 001-001 and 003-001****Waste Storage and Removal (Daily)**

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.

You must ensure that

- (1) all Rags and Waste must be kept in non-combustible receptacles with closed lids and removed from the buildings at the end of each working day or shift
- (2) all wheeled waste receptacles, combustible goods or materials stored outside of the buildings must be positioned at least 10 metres away from the buildings unless waste receptacles are constructed of non-combustible materials and with closed lids
- (3) all Rags and Waste stored outside the buildings must be kept in separate non-combustible, lidded containers or other suitable proprietary refuse containers and removed from The Premises at least once a week, or as soon as practicable if removal is beyond Your control

unless agreed by Us.

The following definitions apply to this condition.

**Rags**

Oil, grease or flammable solvent contaminated rags, wipes and cleaning cloths.

**Waste**

Combustible trade and process waste, refuse, shavings, cuttings including recyclable processed materials.

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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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## Business All Risks

### The following Condition apply to the Business All Risks Section

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#### 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.

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## Public and Products Liability

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

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#### 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.



