

Your Commercial Combined Insurance - Quotation Schedule

Produced on 09 June 2023

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Your Quotation Schedule

This quote schedule has been prepared using the information you have provided to us.

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**.

Proposer Details

The proposer	Teignmouth Town Council
Contact address	Bitton House, Bitton Park Road Teignmouth, TQ14 9DF
The Business	Local Government Authority

Quote Details

Quote number	202995592
Quote valid until	30 June 2023
Quoted premium (excluding Insurance Premium Tax)	£15,931.69
Insurance Premium Tax	£1,911.80
Total quoted amount	£17,843.49

Insurance Adviser Details

Your Insurance Adviser	JAMES HALLAM LTD (PLYMOUTH)(SCHEME) SPARGO HOUSE 10 BUDSHEAD WALK PLYMOUTH DEVON, PL6 5FE
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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 this quotation.

Summary of Cover

The proposer	Teignmouth Town Council
The Business	Local 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, Terrorism, 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, 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.

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

- (a) **You must allow Us access to any of Your Premises, contract sites and/or The Business to carry out survey(s). You must complete any actions identified by Us by the required date(s).**

- (b) You must provide Us with a fully completed Unoccupied Property Questionnaire in respect of Brunswick Street Toilets within 30 days of commencement of cover.

Rating Stability Agreement with Premium Escalator

Applicable Sections	IBNR Factor
Property Damage	5%
Money and Assault	5%
Business All Risks	5%
Business Interruption	5%
Public and Products Liability	25%
Employers' Liability	33%

Period of Agreement

From 01 July 2023 Expiring on 30 June 2026

Period of Insurance

Each 12 months period within the Agreement commencing from the inception date of this Agreement.

Premium Adjustment

No premium adjustment has been applied to Your Property Damage, Money and Assault, Business All Risks, Business Interruption, Employers' Liability, Public and Products Liability, Commercial Legal Protection, Commercial Crime, Management Liability Section(s).

You have agreed, with effect from the date stated above, to offer annually for the period of this Agreement, the insurance under the Applicable Sections of this policy

- (1) at the Premium Rates at the inception of this Agreement
- (2) at the terms and conditions at the inception of this Agreement

and subject to:

- (1) You paying the premiums annually in advance
- (2) the terms of the Premium Escalator provision below.

We agree to accept such an offer made in accordance with this Agreement provided that:

- (1) We may amend such rates, terms and conditions, restrict or vary cover, terminate or re-negotiate this Agreement if:
 - (a) the cumulative total Loss Ratio for the period commencing from the inception date of this Agreement until the Annual Renewal Date stated in The Schedule exceeds 50.00% under the Applicable Sections of this policy.
 - (b) there is any change in legislation or legal practise, taxes, the cost or availability of reinsurance, insurance industry market practice, or legal precedent established in any court of law which has a material effect upon any one of the Applicable Sections.
 - (c) You acquire, set up, dispose of or discontinue any:
 - (i) business or business activity
 - (ii) company or other entity carrying on such a business or business activity
 - (iii) Premises or interest in The Premises which has any material effect on Your Business.
 - (d) there is any material alteration in The Premises or the nature of Your Business.
- (2) We also retain the right to terminate or re-negotiate this Agreement if You and Us fail to agree on the completion of any Subjectivities detailed under the terms of the Subjectivity Condition.

If We make any such amendments, then You have the right to terminate this agreement. However, You will be deemed to have agreed to continue with the Agreement on the basis of the revised terms and conditions for the remainder of the Period of Agreement, unless We receive notification from You to the contrary within 30 days of Us sending You notice of the amendments.

- (3) The Sums Insured or limits of liability may be increased or reduced at any time to reflect the acquisition or disposal of property or businesses or to correspond with any increase or reduction in values or increase or reduction in The Business. The premium will be adjusted to account for such alterations.
- (4) This Agreement will apply to any policy or policies which may be issued by Us within the above period in substitution for this policy.
- (5) In respect of any Section(s) of this policy to which this Agreement does not apply, if any adjustments are made to the rates, terms and/or conditions of such Section(s), which results in such Section(s) being lapsed or cancelled, then if both We and You agree that this Agreement shall terminate.
- (6) This Agreement does not apply to the imposition of or increase in Insurance Premium Tax.

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.

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.

Premiums Paid

The total Gross, 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.

Premium Escalator

- (1) First Period of Insurance - the premium rates accepted by You at the inception of this agreement
- (2) Second Period of Insurance - Expiring premium rates for the first Period of Insurance + 5.0%
- (3) Third Period of Insurance - Expiring premium rates for the second Period of Insurance + 5.0%

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

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.

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:

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

To register

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

Property Damage

All Risks and Excesses

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

Theft and Subsidence

Excess:

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

Subsidence £1,000

Risk Location 001

Location Address:

Bitton House, Bitton Park Road, Teignmouth, TQ14 9DF

The Premises 001-001

Description/Occupation:

Town Hall

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	£6,818,760	Full Value	Day One Reinstatement	£5,682,300
2	Machinery, Plant, Furniture, Fixtures, Fittings & All Other Contents	£96,000	Full Value	Day One Reinstatement	£80,000

Item	Property Insured	Sum Insured	Basis of Cover	Basis of Claim Settlement	Declared Value
3	Art	£157,108	Full Value	Day One Reinstatement	£130,923
4	CCTV	£24,000	Full Value	Day One Reinstatement	£20,000

Total Sum Insured for all Property at this Premises £7,095,868

Index Linking:

Applies to all the Property Insured detailed above

The Premises 001-002

Description/Occupation:

Orangery

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
5	Buildings	£793,818	Full Value	Day One Reinstatement	£661,515

All Risks and Excesses applicable to Item 5

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 to this Property Insured:

Theft and Subsidence

Excess:

You will pay the first £2,500 of each and every occurrence

Index Linking:

Applies to all the Property Insured detailed above

The Premises 001-003

Description/Occupation:

Storage Units

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
6	Buildings	£90,000	Full Value	Day One Reinstatement	£75,000

Index Linking:

Applies to all the Property Insured detailed above

Risk Location 002**Location Address:**

Point Car Park, Teignmouth, TQ14 8BW

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 to this Risk Location unless stated otherwise for The Premises or Property Insured:

Theft and Subsidence

The following Contingencies have been excluded from this Risk Location unless stated otherwise for The Premises or Property Insured:

Flood

Excess:

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

Subsidence £1,000

The Premises 002-001**Description/Occupation:**

Toilet

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

The following Contingencies have been excluded from The Premises unless stated otherwise at Property Insured:

Flood

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
7	Buildings	£94,134	Full Value	Day One Reinstatement	£78,445

Index Linking:

Applies to all the Property Insured detailed above

Risk Location 003**Location Address:**

Brunswick Street, Teignmouth, TQ14 8AF

Specified Contingencies and Excesses

For details of the contingencies applying to Your Property Damage cover, please refer to the Property Damage section of Your policy wording.

Contingencies applying to this Risk Location unless stated otherwise at The Premises or Property Insured:

Fire, Aircraft and Explosion

Excess:

You will pay the first £2,500 applicable to all Contingencies

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

Toilet

Specified Contingencies and Excesses

For details of the Contingencies applying to Your Property Damage cover, please refer to the Property Damage section of Your policy wording.

Contingencies applying to The Premises unless stated otherwise at Property Insured:

Fire, Aircraft and Explosion

Excess:

You will pay the first £2,500 applicable to all Contingencies

Property Insured:

Item	Property Insured	Sum Insured	Basis of Cover	Basis of Claim Settlement
8	Buildings	£78,451	Full Value	Indemnity

Index Linking:

Applies to all the Property Insured detailed above

Risk Location 004**Location Address:**

Eastcliff Walk, Teignmouth, TQ14 8SH

The Premises 004-001**Description/Occupation:**

Toilet

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
9	Machinery, Plant, Furniture, Fixtures, Fittings & All Other Contents	£28,945	Full Value	Day One Reinstatement	£24,121

Index Linking:

Applies to all the Property Insured detailed above

Risk Location 005**Location Address:**

Bitton Park Road, Teignmouth, TQ14 9DF

The Premises 005-001**Description/Occupation:**

Bowls Clubhouse

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
10	Buildings	£1,375,200	Full Value	Day One Reinstatement	£1,146,000

Index Linking:

Applies to all the Property Insured detailed above

Risk Location 006

Location Address:

Anywhere in Teignmouth, Teignmouth, TQ14 9DF

The Premises 006-001

Description/Occupation:

Anywhere in Teignmouth

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
11	Street Furniture, Benches, Bins, Shelters, Finger Posts	£240,000	Full Value	Day One Reinstatement	£200,000
12	Parking Machines	£14,162	Full Value	Day One Reinstatement	£11,802
13	Parking Signage	£2,604	Full Value	Day One Reinstatement	£2,170
14	CCTV Cameras / Equipment	£6,606	Full Value	Day One Reinstatement	£5,505

Total Sum Insured for all Property at this Premises £263,372

Index Linking:

Applies to all the Property Insured detailed above

Money and Assault

Money

Cover

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

(3)	Money contained in locked safes outside Business Hours	
	(a) Unspecified Safe	£2,500
(4)	Money on The Premises during Business Hours or in a bank night safe	£5,000
(5)	Any Other Loss of Money	£5,000

Estimated Annual Carryings

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

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

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

Assault**Cover**

Compensation by Contingency Number

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

Business All Risks

Item	Description	Sum Insured	Single Article Limit	Excess	Situation
1	Trophies, Cups, Shields, Medals, Silverware and Regalia.	£111,280	£50,000	£100	Worldwide
2	Garden & Maintenance machinery/tools & associated equipment	£13,625		£100	United Kingdom
3	Tables and Chairs	£5,555		£100	United Kingdom
4	Gazebos	£5,505		£100	United Kingdom
5	PA, Microphone and Projector	£2,500		£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 Insured	Maximum Indemnity Period
1	Gross Rentals Sum Insured	£225,000	36 months
2	Increased Cost of Working	£100,000	12 months

Index Linking:

Applies to the Cover detailed above

Risk Location 001

Risk Location Address:

Bitton House, Bitton Park Road, Teignmouth, TQ14 9DF

The Premises 001-001

Description/Occupation:

Town Hall

The Premises 001-002

Description/Occupation:

Orangery

The Premises 001-003

Description/Occupation:

Storage Units

Risk Location 002

Risk Location Address:

Point Car Park, Teignmouth, TQ14 8BW

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 to this Risk Location unless stated otherwise for The Premises or its Cover(s):

Theft and Subsidence

The following Contingencies have been excluded from Risk Location unless stated otherwise at The Premises or Cover:

Flood

Excess:

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

The Premises 002-001

Description/Occupation:

Toilet

Risk Location 003**Risk Location Address:**

Brunswick Street, Teignmouth, TQ14 8AF

Specified Contingencies and Excesses

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

Contingencies applying to this Risk Location unless stated otherwise at The Premises or its Cover:

Fire, Aircraft and Explosion

Excess:

You will pay the first £0 applicable to all Contingencies

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

Toilet

Risk Location 004**Risk Location Address:**

Eastcliff Walk, Teignmouth, TQ14 8SH

The Premises 004-001**Description/Occupation:**

Toilet

Risk Location 005**Risk Location Address:**

Bitton Park Road, Teignmouth, TQ14 9DF

The Premises 005-001**Description/Occupation:**

Bowls Clubhouse

Cover:

The following apply only to this Premises

Item	Description	Estimated Amount/Sum Insured	Maximum Indemnity Period
1	Gross Rentals	£6,000	36 months

Index Linking:

Applies to the Cover detailed above

Risk Location 006**Risk Location Address:**

Anywhere in Teignmouth, Teignmouth, TQ14 9DF

The Premises 006-001**Description/Occupation:**

Anywhere in Teignmouth

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 Competent Authority	Maximum payable any one claim	£50,000
	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

Terrorism

Sections to which Terrorism applies:

Property Damage, Business All Risks and Business Interruption

The Excess/Excesses

As detailed in the Sections of this policy where the Head of Cover is otherwise insured.

Risk Location

As detailed in the Sections of this policy where the Head of Cover is otherwise insured but only in England, Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands.

The Property Insured

As detailed in the Sections of this policy where the Head of Cover is otherwise insured.

Sums Insured/Limits of Liability

As detailed in the Sections of this policy where the Head of Cover is otherwise insured.

Employers' Liability

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

Limit of Indemnity: £10,000,000

Terrorism Limit of Indemnity: £5,000,000

War Limit of Indemnity: £5,000,000

Description of Activities

6 volunteers	£15,000	Wages
Clerical	£280,000	Wages
12 Council Members	£90,000	Wages
Manual wages	£80,000	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).

Tree Felling Exception

We will not provide cover for the felling, lopping, sawing or carriage of trees.

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 Activity

Population	16500	Per Capita
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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.

Tree Felling Exception

We will not provide cover for the felling, lopping, sawing, moving or haulage of trees.

Activities and Events Exceptions

β 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	£360,000	£100,000
Employment Compensation Awards	Maximum Any one Period	£1,000,000	
Service Occupancy	Wages	£360,000	£100,000
Legal Defence	Wages	£360,000	£100,000
Property Protection	Wages	£360,000	£100,000
Bodily Injury	Wages	£360,000	£100,000
Tax Protection	Wages	£360,000	£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	£500,000	£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

- (1) 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 £250,001 - 1,000,000

Directors & Officers

Limit of Indemnity:

£500,000

Basis of Indemnity:

Any One Claim

Excess for Insured Person:

£0

Excess for Company Reimbursement:

£5,000

Prior/Pending Date:

01/07/2023

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 disfavouron 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.
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Corporate Legal Liability**Limit of Indemnity:**

£500,000

Basis of Indemnity:

Any One Claim

Excess:

£5,000

Prior/Pending Date:

01/07/2023

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 disfavouron 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, 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:

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	10%
	Maximum payable	£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	25%
	Increase	£500,000
	Months applicable	November, December, January
Temporary Removal	Any one claim	10%
	Any one claim	£250,000
	Consecutive days	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	£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:

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

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:

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 The Premises 002-001 and 003-001

Flood Cover Exclusion

We will not provide cover for Damage to the Property Insured caused or resulting from storm or flood

However, We will provide cover in respect of Damage caused or resulting from the ingress of rainwater through or via the roof of The Premises.

The following Condition applies to The Premises 001-001, 001-002 and 001-003

Intruder Alarm

If in relation to any claim in respect of covers specified below You have failed to fulfil any of the Intruder Alarm Conditions (1) to (7), We will not pay that claim.

- Property Damage - for Damage to the Property Insured caused by fire, explosion, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, malicious persons other than thieves, theft or attempted theft at The Premises
- Money and Assault - for loss of Money caused by theft or attempted theft at The Premises

where these Sections are insured by this policy.

If in relation to any claim for Damage to the Property Insured at The Premises caused by fire, explosion, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, malicious persons or theft and/or attempted theft, if insured by this Section, You have failed to fulfil any of the following conditions, We will not pay that claim.

- (1) While The Premises are unattended they must be protected by an Intruder Alarm System maintained in full and efficient working order under an ongoing maintenance contract provided by an Alarm Company, registered with an Alarm Receiving Centre and eligible for police response, via the issue and retention of a valid police unique reference number (URN), which is set in its entirety, with all means of communication used to transmit Activations to an Alarm Receiving Centre in full operation
- (2) If requested, You must supply Us with a copy of the Intruder Alarm System specification
- (3) The Protected Premises must not be left without at least one Responsible Person in attendance where the Intruder Alarm System is not set in its entirety or the police have withdrawn their response to Activations unless We agree otherwise
- (4) During any period that the Intruder Alarm System is set, a Key Holder must, following notification of Activations or interruption of any of the means of communication used to transmit Activations to an Alarm Receiving Centre attend The Premises as soon as reasonably possible in order to confirm the security of The Premises and reset the Intruder Alarm System in its entirety with all means of communication used to transmit Activations to an Alarm Receiving Centre in full operation

If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit Activations to an Alarm Receiving Centre are not in full operation, a Key Holder must remain at The Premises unless We agree otherwise.

- (5) You must advise Us as soon as possible and, in any event, not later than 10:00am on Our next working day of notice from the police giving warning of withdrawal of their services, or a reduction or delay in the level of their response to Activations or a local authority or magistrate imposing any requirement for abatement of nuisance caused by the Intruder Alarm System or when the Intruder Alarm System and the means of communication used to transmit Activations to an Alarm Receiving Centre cannot be returned to or maintained in full working order. You must comply with Our subsequent requirements
- (6) Any alteration or substitution of any part of the Intruder Alarm System, the structure of The Premises or changes to the layout of The Premises which would reduce the effectiveness of the Intruder Alarm System, the means of communication used to transmit Activations to an Alarm Receiving Centre, the procedures agreed with Us for police or any other response to any Activations or the Intruder Alarm System maintenance contract, must not be made without Our written agreement
- (7) You and each Key Holder must maintain the secrecy of all codes and the security of all keys and other setting devices for the operation of the Intruder Alarm System. In addition You must appoint at least two

Key Holders and lodge their current details with the Alarm Company, Alarm Receiving Centre and, if required, the police or local authority. All keys and setting devices must be removed from The Premises when they are left unattended

The following definitions apply to this condition.

Alarm Company

An organisation recognised as an 'approved company' by the National Security Inspectorate (NSI) or as a 'registered firm' by the Security Systems and Alarm Inspection Board (SSAIB).

Alarm Receiving Centre

An organisation recognised as an 'approved company' by the NSI or as a 'registered firm' by the SSAIB and which agrees to receive Activations from the Intruder Alarm System and make arrangements for notifying them to a Key Holder and/or the police.

Activations

Signals or other information generated by the Intruder Alarm System which indicate a suspected or confirmed intrusion into the Protected Premises, a fault or tamper event may have occurred or an incorrect or unexpected setting or unsetting of the Intruder Alarm System.

Intruder Alarm System

An electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into the Protected Premises, including all devices used to transmit Activations to an Alarm Receiving Centre.

Key Holder

You, or any person or key holding company authorised by You, who must be available at all times to accept notification of Activations, attend and allow access to The Premises and fully trained in the operation of the Intruder Alarm System.

Protected Premises

The Premises, or those portions of The Premises, protected by the Intruder Alarm System.

Responsible Person

You or any person authorised by You to be responsible for the security of The Premises.

The following Condition applies to The Premises 001-001, 001-002 and 001-003**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

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- (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.

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 Condition applies 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.

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 tradesto 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.