

Schedule for Your Commercial Combined Insurance Policy

Produced on 10 May 2019

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Your Renewal Schedule

Please keep The Schedule safe with Your policy.

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

Policyholder Details

The Policyholder	M & M Medical Limited
Contact address	B4 Heol-Y-Twyn Talbot Green Business Park, Talbot Green CF72 9FG
The Business	Medical Gas Pipe Installation

Policy Details

Policy number	100554030CCI
Effective date	27 May 2019
Expiry date	26 May 2020
Annual premium (excluding Insurance Premium Tax)	
Insurance Premium Tax	
Total amount due	

Insurance Adviser Details

Your Insurance Adviser	ARTHUR J GALLAGHER INSURANCE BROKERS LTD (WALES) UNIT 3, MAGDEN PARK GREEN MEADOWS LLANTRISANT CF72 8XL
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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

The Policyholder	M & M Medical Limited
The Business	Medical Gas Pipe Installation

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

Sections You have chosen to cover:

Employers' Liability, Public and Products Liability



Other sections available that You have chosen not to cover:

Property Damage, Money and Assault, Goods In Transit, Business All Risks, Frozen Foods, Contract Works, Machinery Damage, Computer, Cyber, Business Interruption, 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.

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. Given in confidence, the advice is free and You pay for just the cost of the call.

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 you may need to claim, please call the helpline to request a claim form. We can only proceed with your claim when we have details of the incident in writing. A claim form is available to download at www.aviva.co.uk/legalprotection.

Risk Solutions Helpline 0345 366 6666

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

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

Counselling Service Helpline 0117 934 0105

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

Website - www.cutredtape.co.uk

This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to:

- Over 700 legal and business guides across HR, sales and marketing, finance, technology, law, and risk management;
- Easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters;
- Discounts on legal services;
- email alerts on changes in law, legislation and regulation.

To register, please visit www.cutredtape.co.uk and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.

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

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

Description of Activities

Clerical	£244,429	Wages
Heating and ventilation contractors	£453,009	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).

Height Limit

We will not provide cover for work at a height where the drop exceeds 10 metres.

Public and Products Liability

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

Limit of Indemnity: £5,000,000

Terrorism Limit of Indemnity: £5,000,000

Description of Activity

Own employees	£408,065	Wages
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Index Linking: Applies to all the Activity Descriptions monetary amounts detailed above.

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 £2,500 of Compensation, Costs and Expenses in respect of each and every event of Damage to Property.

Failure to Perform Exception

We will not provide cover for the failure, alleged failure or unsuitability of Products Supplied to perform correctly their intended function.

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

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)	£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, 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	Maximum payable any one Period of Insurance	£1,000,000
Hired or Rented Premises	Excess	£250
Payment for Court Attendance	Limit per day (You/director/partner)	£500
	Limit per day (Employee)	£250

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

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.

Public and Products Liability

The following Condition applies to the Public and Products Liability Section

Use of Heat

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 the following precautions are taken each time any electric, oxy-acetylene or similar welding or cutting equipment, cutting or grinding equipment using abrasive disks or wheels, blow lamp, blow torch, hot air gun or hot air stripper, asphalt, bitumen, tar or pitch heater are used away from premises which You own, hire or rent.

- (1) Before starting work
 - (a) where You and any other person(s) for whom You are responsible are working at a site, a responsible person must be appointed for fire safety to ensure the following precautions are taken

- (b) fire safety checks to identify material that might be liable to catch fire must be carried out before work commences including the areas under floors or decks or above ceilings (including false or suspended ceilings) and behind walls, screens, bulkheads or partitions and such checks must be repeated regularly while work is in progress and immediate steps taken to extinguish smouldering or flames detected
 - (c) at the point of application of heat, including, if there is a risk of ignition directly or by conduction, combustible materials including under floors or decks or above ceilings (including false or suspended ceilings) and behind walls, screens, bulkheads or partitions must be removed. If impracticable, combustible materials within
 - (i) the immediate vicinity when using any blow lamp, blow torch, hot air gun or hot air stripper and/or
 - (ii) 10 metres when using any electric, oxy-acetylene or similar welding or cutting equipment, cutting or grinding equipment using abrasive disks or wheels or any asphalt, bitumen, tar or pitch heater must be covered and protected by overlapping sheets or screens of non-combustible material
 - (d) all gaps or holes through which sparks or flames could pass must be covered by non-combustible material.
- (2) While work is in progress
- (a) a sufficient number of portable fire extinguishers in full working order and suitable for dealing with the type of fire risk expected must be kept available at the point of application of heat and used immediately smoke, smouldering or flames are detected
 - (b) heat equipment
 - (i) must not be lit until immediately before use or left unattended while lit, switched on or hot
 - (ii) must be extinguished immediately after use
 - (c) cylinders
 - (i) must not be changed while the equipment is hot
 - (ii) not in use must be kept at least 15 metres from the burner
 - (d) paraffin or petrol powered equipment must be filled/refilled in the open and must not be filled/refilled while hot
 - (e) Asphalt, bitumen, tar or pitch must only be heated in the open and in a container designed for that purpose, placed on a non-combustible surface at ground level.
- (3) After finishing work
- (a) hot waste materials and welding rods must be removed and safely disposed of
 - (b) a final fire safety check must be carried out between 30 and 60 minutes after work has finished and immediate steps taken to extinguish smouldering or flames detected.

We will not provide cover for the first amount of £2,500 of Compensation, Costs and Expenses in respect of each and every event of Damage to Property arising from use of

- (1) electric, oxy-acetylene or similar welding or cutting equipment
- (2) cutting and grinding equipment using abrasive disks or wheels
- (3) blow lamp, blow torch, hot air gun or hot air stripper
- (4) asphalt, bitumen, tar or pitch heater
- (5) thermal lance.

You will reimburse any such amount paid by Us.