# Schedule for Your Commercial Combined Insurance Policy

Produced on 15 April 2020

## 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 2020			
Expiry date	26 May 2021			
Annual premium (excluding Insurance Premium Tax)				
Insurance Premium Tax				
Total amount due	in the second			
<b>Insurance Adviser Details</b>				
Your Insurance Adviser	ARTHUR J GALLAGHER INSURANCE BROKERS LTD (WALES)			
	UNIT 3, MAGDEN PARK			
	GREEN MEADOWS			
	LLANTRISANT			
	CF72 8XL			

#### 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

The Business

M & M Medical Limited 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





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# Policy Number 100554030CCI

#### 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, Computer, Plant and Equipment, 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.

Policy Number	100554030CCI		Page 4 of 6	
Description of Activ	ities			
Clerical		£252,250	Wages	
Heating and ventilation contractors		£467,504	Wages	
Index Linking:	Applies to the V	Applies to the Wages, as detailed above.		
Endorsements apply policy).	ying to Employers' L	iability (subject otherwise to the ter	ms and conditions shown in Your	
Height Limit We will not provide co	over for work at a heig	ht where the drop exceeds 10 metre	es.	
Public and	Products Li	ability		
The operation of any Section or Endorsem		ccess is stated in The Schedule or t	he relevant Clause, Condition,	
Limit of Indemnity: £5,000,000				

Emile of maoning.	
Terrorism Limit of Indemnity:	

Description of Activity			
Own employees	£421,122	Wag	
Index Linking:	Applies to all the Activity Descriptions monetary amoun	ts detailed above.	

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

£5,000,000

Wages

#### **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.

# <u>Clauses</u>

# **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 Act 1998	Maximum payable any one Period of Insurance	£1,000,000
Hired or Rented Premises	Excess	£250
Payment for Court Attendance	Limit per day £500 (You/director/partner)	
	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

# Chubb Ignite Excess Casualty Policy

Policyholder	M & M MEDICAL LIMITED	Address	Unit B4 Heol Y Twyn Talbot Green PONTYCLUN CF72 9FG
Policy Number	UKCASO20182120	Chubb Line	100%
Business Description	Gas, Plumbing, heating & Ventilation Contractors and Installation engineers of medical gas pipes	Policy Form Reference	XSComb_18 (online)
Period from (inclusive)	27/05/2020 (as appears in the Primary wording)	Period to (inclusive)	26/05/2021 (as appears in the Primary wording)
Underwriter	XOL Ignite Underwriting Centre	Claims Notification to	Uk.claims@chubb.com

# **Excess Casualty Policy Schedule**

Coverage Type	Coverage	Primary Insurer Reference	Primary Insurer	Chubb Limit of Liability	Underlying Limit
A	Public / Products Liablity	TO BE CONFIRMED	Aviva Insurance Ltd	GBP 5,000,000	GBP 5,000,000
В	Employer's Liability	Not Insured	Not Insured	Not Insured	Not Insured
С	Motor Third Party Liability – Cars	Not Insured	Not Insured	Not Insured	Not Insured
С	Motor Third Party Liability – Commercial Vehicles	Not Insured	Not Insured	Not Insured	Not Insured
Insurance Premium GBP 2,005.48					
Insurance Premium Tax			GBP 240.66		
Total Amount Payable		GBP 2,246.14			