## Schedule for Your Commercial Combined Insurance Policy

Produced on 28 September 2020

Page 1 of 5

## **Your Policy 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	London Environmental Health Practitioners Ltd t/as Association of London Environmental Health Managers	
Contact address	Chadwick Court, 15, Hatfields	
	London, SE1 8DJ	
The Business	Professional body supporting local authority environmental health services through providing training, technical liaison, opportunities and co-ordinating London activity	
Policy Details		
Policy number	100631791CCI	
Effective date 03 November 2020		
Expiry date	02 November 2021	
Annual premium (excluding Insurance Premium Tax)	£860.00	
Insurance Premium Tax	2103.20	
Total amount due	£963.20	
Insurance Adviser Details		
Your Insurance Adviser	ARTHUR J.GALLAGHER (WEST MALLING) (NO MOTOR) (BONUS) 34 TOWER VIEW KINGS HILL WEST MALLING KENT, ME19 4UY	

### 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	London Environmental Health Practitioners Ltd t/as Association of London Environmental Health Managers
The Business	Professional body supporting local authority environmental health services through providing training, technical liaison, opportunities and co-ordinating London activity
There may be differences in the co	ver selected between premises, so please check the details carefully.





## Policy Number 100631791CCI

#### Sections You have chosen to cover:

Employers' Liability, Public and Products Liability, Commercial Legal Protection

#### 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, Professional Indemnity, Commercial Crime, Management Liability, Inspection Service, Group Personal Accident, Business Travel

### Conditions

The following conditions apply across all sections of your policy in addition to the conditions contained within your Policy Wording unless otherwise stated

#### **Claims Procedure**

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

#### You must

- (1) tell Us immediately of any event or occurrence which may result in a claim
- (2) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves
- (3) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within
  - (a) 30 days, or
  - (b) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons of You becoming aware of the event or occurrence, or such further time that We may allow
- (4) provide Us with all information and help We require in respect of the claim
- (5) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy
- (6) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement
- (7) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

#### **Subjectivity Condition**

The insurance cover provided by Aviva may be subject to You or Us carrying out certain actions. We will clearly state below if the insurance provided by Us is subject to You

- (1) providing Us with any additional information requested by the required date(s)
- (2) allowing Us access to The Premises, Your Contract Sites, and/or The Business to carry out surveys
- (3) completing any actions agreed between You and Us by the required date(s)
- (4) allowing Us to complete any actions agreed between You and Us.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option

- (1) modify the premium
- (2) make amendments to the terms and conditions of the insurance cover
- (3) require You to make alterations to The Premises for which We have provided an insurance cover by the required date(s)
- (4) withdraw any insurance cover provided
- (5) leave the terms and conditions of the insurance cover and the premium, unaltered.

We will contact You with our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved We will withdraw the insurance cover.

The above conditions do not affect Our right to withdraw any insurance cover if We discover information material to Our acceptance of the risk that was not disclosed when requesting the original quotation.

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

(a) Confirmation of Employer Reference Number (ERN)(or if exempt) within 14 days

## **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.

<b>Policy Numbe</b>	er 100631791CCI
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**Description of Activity** 

Professional and scientific organisations

Index Linking:

Applies to the Wages, as detailed above.

# **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.

£65,000

#### Limit of Indemnity:

Limit of Indemnity:	£5,000,000
Terrorism Limit of Indemnity:	£5,000,000

#### **Description of Activity**

	00	Dev Oewite
Number of members	33	Per Capita

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

#### **Excess**

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

#### **Products Supplied - Restriction**

We will not provide cover for Products Supplied other than the sale or supply of food and drink intended to be consumed on Your premises, the supply of office requisites or the disposal of furniture and office equipment previously used in the course of The Business.

#### **Professional Indemnity Exceptions**

- We will not provide cover for errors, omissions, misstatements or neglects in any
- (1) advice given by You or on Your behalf
- (2)plan, survey report, certificate or any similar document (a)
  - design, formula, instruction or specification (b)
  - (c) computer program

prepared by, or on behalf of, The Insured.

# **Commercial Legal Protection**

### Cover

<b>Contingency Operative</b>	Rating Basis		Limit of Indemnity
Employment Disputes	Wages	£65,000	£50,000
Employment Compensation Awards	Maximum Any one Period	£1,000,000	
Service Occupancy	Wages	£65,000	£50,000
Legal Defence	Wages	£65,000	£50,000
Property Protection	Wages	£65,000	£50,000
Bodily Injury	Wages	£65,000	£50,000
Tax Protection	Wages	£65,000	£50,000
Index Linking:	Applies to the Wages, as detailed above.		

Page 4 of 5

Wages

## **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 (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.