

Commercial Combined Schedule

Policyholder: } As shown on the Appendix to the schedule issued to each insured club

Address: } As shown on the Appendix to the schedule issued to each insured club

Postcode: }

Business: Cricket Club &/or Sports and Social Club with Cricket Club

Policy ref.: APL18466COM

Effective date: 20 April 2009

Expiry date: 19 April 2010

Renewal date: 20 April

Premium: As Shown on the Appendix to Schedule

Includes: Insurance Premium Tax at 5%

Your Agent is: Paul Jones Insurance Services Ltd

Agency No. 802

Address: Kings House,
316 Shirley Road,
Southampton.

Postcode: SO15 3HL

Telephone No: 023 8078 8444

Fax No: 023 8070 2536

Email Address: enquiries@pjis.co.uk

This schedule should be read in conjunction with the Policy Wording and the Appendix to the Schedule that specifies the Sums Insured and cover operative for each Club. A full copy of the policy policy wording may be found at: www.pjis.co.uk

If after reading your schedule you have any questions, please contact Paul Jones Insurance Services Ltd as noted above.

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The following sections apply **ONLY** to the Premises specified below

Premises: As specified in appendix to the schedule

Property Damage Section

The following contingencies will apply to ALL items in this section unless otherwise stated in the appendix to the schedule: -
*Fire, Lightning, Explosion, Earthquake, Storm, Flood, Aircraft, Impact, Escape of Water, Riot and Civil
 Commotion, Malicious Persons, Theft, Sprinkler Leakage and Accidental Damage*

The excess for all items in this Section is £50 each and every loss, unless otherwise stated.

Cover	Sum Insured
Buildings	£
Additional Contingency: Subsidence Excess: £1000	
Machinery, Plant, Fixtures, Fittings and all other contents	£
Stock of tobacco, cigars, cigarettes, wines and spirits	£
Perishable Goods	£500

See Appendix to the Schedule for details of Sums Insured applicable for each Club

Section Endorsement

A) The Definition of Buildings is extended to include:

1. Wicket(s) and playing surfaces including any irrigation or heating systems that have been installed In the event of Damage to any wicket or playing surface. We will indemnify You for the costs of:
 - i. re-seeding or re-turfing
 - ii. the replacement of any trees or plants will be by saplings of the same or similar type

We will not indemnify You in respect of

1. Damage caused by
 - a. the application of fertilisers or chemicals
 - b. the failure to apply fertilisers or chemicals
 - c. Storm Flood and other affects of weather
 - d. wear tear and the course of play
 - e. maintenance work at the Premises
 - f. animals
2. Damage caused to irrigation systems during the period 1st October to 30th April each year unless the system is drained
3. The first £250 of each and every claim

The maximum We will pay under this Item in any one Period of Insurance will not exceed £3,000

B) The Definition of Plant Machinery Fixtures Fittings and all other contents is extended to include Stock in Trade other than Stock of tobacco cigars cigarettes wines and spirits

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C) The Definition of Stock in Trade is restricted to stock of tobacco cigars cigarettes wines and spirits

D) In respect of Standard Contingency Escape of Water We will indemnify You in respect of Damage whilst the Premises are Vacant or Disused provided water is turned off at the mains and system drained during the period 1st October to 30th April

E) Perishable Goods

Perishable Goods are described as any goods which are normally placed in a refrigeration unit for purposes of preservation We will indemnify You in the event of Damage to Perishable Goods due to deterioration or putrefaction only whilst stored in any proprietary refrigeration unit contained in the Premises for the purposes of the Business caused by:

1. breakdown or failure of the installation which means sudden stoppage of refrigeration process by reason of inherent fault or accidental means
2. escape of refrigerant or refrigeration fumes
3. accidental failure of the public electricity supply

We shall not be liable under this Extension for

- a. loss caused by wear tear deterioration of the cabinet or other gradually operating cause
- b. loss occurring in any refrigeration unit which is older than 5 years when this insurance commences unless there is in force in respect of such refrigeration unit a maintenance or service agreement either with the manufacturers or suppliers thereof or an approved firm of refrigeration engineers
- c. loss caused by incorrect setting of thermostats or automatic controlling devices
- d. any consequential loss
- e. loss arising from the deliberate act of the public electricity supply authority or the exercise of its power to withhold or restrict supply or from strikes or industrial disputes
- f. Damage insured by any other Section or policy

F) Minimum Standard of Security-Level 1 is amended to read:

If in relation to any claim for fire explosion riot civil commotion strikers locked out workers or persons taking part in labour disturbances malicious persons theft or attempted theft covered by this Section if You have failed to fulfill the following condition You will lose Your right to indemnity or payment of that claim Unless agreed otherwise by Us in writing within 30 days of inception of this Policy You must ensure that Final exit doors are secured as follows

- a. timber doors by mortise deadlocks having 5 or more levers or conforming to BS3621 with matching boxed strike plate
 - b. aluminum doors by cylinder mortise lock operating a swinging lock bolt
 - c. UPVC doors by key operated multi-point locking devices having 3 or more locking points
 - d. the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom
1. All other external doors and internal doors leading to common areas or other premises are secured as follows
 - a. by the means set out in 1 above
 - b. by key operated security bolts fitted top and bottom
 2. All opening windows or rooflights accessible from the ground or via roofs pipe work or other structures are secured by key operated locking devices or screwed permanently shut
 3. Any security measures stipulated or agreed by Us in writing

When the Premises are closed for Business all locks fitted to all exit doors must be put into effect.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements.

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The following section(s) apply to ALL Premises covered by this policy

Business Interruption Section

Damage by any of the Contingencies for which liability has been admitted under the Property Damage Section causing an interruption of the Business unless otherwise specified

Cover	Sum Insured
Business Interruption	£25,000 or £50,000 Indemnity Period 12 months
Cover Basis: Loss of Revenue	
Type: Sum Insured Basis	

Additional Contingency: Subsidence

See Appendix to the Schedule for details of Sums Insured applicable for each Club

Extensions

Unspecified Suppliers	£10,000 Limit	Indemnity Period 12 months
Prevention of access	£10,000 Limit	
Limit Indemnity Period: 12 months		

Money and Personal Accident Assault Section

Cover	Sum Insured
Non Negotiable Currency	£250,000
Money in Transit & Bank Night Safe	£2,000
Money on the Premises during Business Hours	£2,000
Money on Premises out of Business Hours not in a locked safe	£ 500
Money in safe at the Premises out of Business Hours	£2,000
Money at the homes of Club Officials	£ 500
Money in gaming machines	£ 250
Assault Cover	
Death, Loss of Limb, Loss of Sight	£10,000
Permanent Total Disablement	£10,000
Incurred Medical Expenses	£500
Temporary Total Disablement (Weekly)	£100 per week payable for 104 weeks
Temporary Partial Disablement (Weekly)	£100 per week payable for 104 weeks

This cover is provided as standard as specified in appendix to the Schedule

Business Machines All Risks (Specified Items) Section

Property Insured	Sum Insured
1. Cricket Bags and contents, cups and trophies Excess £Nil	£
2. Non turf pitches, netting and poles, pitch covers, sight screens and bowling machines. Excess £25 each and every loss other than by Fire Lightning or Explosion	£
3. Machinery, groundsmen's tools and implements and fertilizers Excess £Nil other than items left in the open where a £250 excess applies	£

See Appendix to the Schedule for details of Sums Insured applicable for each Club

Geographical Limits

Anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man including the Premises

Basis of Claims Settlement

1. Replacement as new
- 2.& 3. Replacement as new for items that are less than 2 years old otherwise an indemnity basis applies

Section Endorsement

When the Basis of Claims Settlement Basis is shown in the Schedule as Indemnity the Basis of Settlement is as follows

Indemnity

The amount payable shall be the value at the time of the Damage or at Our option the cost of reinstatement or replacement of such Property Insured or any part of it

Provided that

If at the time of the Damage the Sum Insured for the item is less than 85% of the value of the item insured Our liability shall be limited to that proportion of the Damage which the Sum Insured bears to the value of the Property Insured

Cricket bags and contents

We will not indemnify you for Damage resulting from breakage in play theft from unlocked vehicles and any item not usually associated with a clubs cricket bag

Netting and poles

We will not indemnify you for Damage to cricket nets left in the open outside the normal cricket playing season

Sight screens

Sight screens must be made secure with padlocks and chains or roping out of the normal season to prevent toppling over and unauthorised movement Damage by Storm is excluded unless these precautions are taken

Groundsmens tools and machinery

We will not indemnify you for Theft of motorised machinery and other items left in the open unless keys have been removed or items are immobilised or secured by chains and padlock

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Loss of Licence Section

Limit of Indemnity

£50,000

Terrorism Section

This section of cover is insured if noted as such on your appendix to the Schedule

Legal Liabilities Section

Cover	Indemnity Limit
Employers Liability	£10,000,000
Public Liability	£ 5,000,000
Products Liability	£ 5,000,000

Section Endorsement

Third Party Property Damage

Excess £50

A £50 excess will apply to all Third Party Property Damage claims when the total claimed is £50 or less. Claims in excess of £50 will be paid in full without deduction of the excess

Third party property damage to vehicles

Irrespective of Liability We will agree to pay up to £250 for Third Party claims relating to damage to motor vehicles providing the vehicle in question is insured on a comprehensive motor insurance Policy This extension of cover will not apply to players officials club members or spectators who park their vehicles on or adjacent to the Cricket ground

Exclusion of Hazardous Activities.

We will not indemnify You against legal liability in respect of firework and bonfire displays mechanical children's rides bouncy castles shooting or any other hazardous activity not normally associated with a Cricket and or Sports and Social Club

Territorial Limits including United States of America and Canada for Products Supplied

It is hereby agreed that the Territorial Limits by this Section are re-stated as follows:

Territorial Limits

- anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands other than Offshore
- elsewhere in the world (other than the United States of America or Canada or Offshore) for temporary visits by non-manual employees and members normally resident in 1. above in connection with the Business undertaken by You
- elsewhere in the world in respect of any Product Supplied (other than those to Your knowledge sold supplied erected repaired altered treated or installed by You in or for delivery or use in the United States of America or Canada)

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Member to Member Liability Condition

In respect of the Public Liability Sub-Section only We will indemnify at Your request any member of Your club in respect of legal liability to any other member of Your Club arising out of club activities

This cover is provided as standard as specified in appendix to the Schedule

Essential Business Legal Expenses Section

Limit of Indemnity

£100,000

Insured Events

1. Employment	Included
2. Employment Compensation Awards	Included
3. Tax Protection	Included
4. Property	Included
5. Compliance and Regulation	Included
6. Employees Extra Protection	Included
7. Contract and Debt Recovery	Not Included

This cover is provided as standard as specified in appendix to the Schedule

Personal Accident Section

Operative Period

Cover only operates for playing members of the insured Cricket or Social Club including reserves and officials whilst playing or officiating in any organised club game training practice and whilst travelling to or from any game or practice under the auspices of the insured Cricket club as defined in the Appendix to Schedule

Voluntary workers are covered whilst undertaking groundsmens' duties or maintenance or alterations to the Club building (excluding demolition and building works in excess of 3 metres from ground level) umpires and scorers and any person will be covered whilst serving refreshments on behalf of the Club any of Your Employees whilst working on Your behalf

Cover

We will pay the amounts stated in the Schedule to You or Your personal representatives as compensation for Accidental Bodily Injury to an Insured Person during the Period of Insurance which solely directly and independently of any other cause results in any of the following Contingencies:

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Insured Contingency	Benefit per Unit of Cover
Cover for Contingencies (1) to (4) as defined in the Policy	£3,000
Cover for Contingencies (5) and (6) as defined in the Policy	£15 per week
Cost of dental treatment including repair or replacement of dentures	£ 250
Cost of optical treatment including repair and replacement of spectacles	£ 250
Cost of providing medical certificates as proof of injury	£ 10

Additional Section conditions

1. Maximum benefit for dental and optical treatment is £750
2. Cover for Contingency (1) death is restricted to £1,500 for persons under the age of 16
3. Benefit for Contingencies (5) and (6) for persons not gainfully employed will be limited to expenses actually incurred as a result of the accident

Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section. They should be read in conjunction with the General Definitions at the start of the Policy

Accidental Bodily Injury

1. Injury caused by accidental and/or violent means
2. Inadvertent exposure to the elements occurring within 24 months from the date of the accident by which such injury is caused

Territorial Limits

1. anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands other than offshore
2. elsewhere in the world (other than the United States of America or Canada or Offshore) for temporary visits by You Your members directors or Employees normally resident in (1) above

Insured Person

Playing members of the insured Cricket or Social Club including reserves and officials whilst playing or officiating in any organised club game training practice and whilst travelling to or from any game or practice under the auspices of the insured Cricket club as defined in the Schedule

Voluntary workers are covered whilst undertaking groundsmens' duties or maintenance or alterations to the Club buildings (excluding demolition and building works in excess of 3 metres from ground level) umpires and scorers and any person will be covered whilst serving refreshments on behalf of the Club any of Your Employees whilst working on Your behalf

Loss of Limb

1. severance at or above the wrist or ankle
or
2. the total and permanent loss of use of a hand arm foot or leg

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Terrorism

Any act or acts including but not limited to

1. the use of threat of force and/or violence
and/or
2. harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means
caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

We will not provide an indemnity in respect of any claim relating to any non-contracting parties rights to enforce all or any part of this Section The Contracts (rights of Third Parties) Act 1999 does not apply to this Section

Limit of Liability

The maximum We will Pay You under the Section in any one Period of Insurance is the amount stated in the Schedule Also should an accident involve more than one Insured Person the maximum We will pay You as compensation for that accident in total is £1,000,000

Compensation under Contingencies (5) and (6) will be payable for a maximum of 104 weeks

Section Conditions

Payment of Weekly Benefits

1. Compensation for weekly benefits payable under Contingencies (5) and (6) will be paid at 4 weekly intervals in arrears
2. If We have agreed to pay You compensation under Contingencies (1) - (4) in respect of any one Insured Person compensation under Contingencies (5) and/or (6) will cease immediately and the insurance will end for that Insured Person.

Disappearance

If an Insured Person has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by Accidental Bodily Injury that person will be presumed to have died

If at some later date that Insured Person is found to be alive You will be required to pay Us back the compensation paid in respect of that Insured Person

Medical Evidence

We may require at Our own expense for an Insured Person to undergo

1. a medical examination
or
2. a post mortem examination

You and or Your legal representative will supply to Us at Your expense any

- a. certificate information
 - b. evidence
- that We require in the format We stipulate

When We pay compensation under Contingencies 5 or 6 We will also pay in addition up to £10 in respect of medical expenses incurred

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Section Exceptions

We will not pay compensation for Accidental Bodily Injury directly or indirectly caused by

1.
 - a. the Insured Person suffering from any disability due to a gradually operating clause
 - b. suicide or attempted suicide
 - c. deliberate exposure to danger (except in an attempt to save human life)
 - d. the Insured Person's own criminal act
 - e. the Insured Person being in a state of insanity
 - f. flying or other aerial activities (except while travelling as a passenger in a recognised airline)
 - g. pregnancy or childbirth
2. an Insured Person practising for or taking part in
 - a. mountaineering or rock climbing requiring the use of ropes or guides
 - b. pot-holing
 - c. winter sports
 - d. any kind of racing (except on foot)
 - e. speed or time trials
 - f. naval military or air force service or operations
3. the effects of alcohol or drugs (other than drugs prescribed by a doctor)
4. any treatment for drug addiction
5. any Insured Person being situated outside the Territorial Limits
6. any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - a. Terrorism
 - b. any action taken in controlling preventing suppressing or in any way relating to Terrorism except as stated in Special Provision - Terrorism below. In any action suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (6)(a) and/or (6)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit) the burden of proving that any such consequence is covered (or is covered beyond that limit) under this Section shall be upon You.

Special Provision - Terrorism

Neither of the Exceptions in (6)(a) and (6)(b) above shall apply to this Section provided that the total amount payable in respect of all losses arising out of any one occurrence shall not exceed the lesser of

- i. any limits of amounts payable or maximum accumulation stated in the Schedule
- ii. £1,000,000

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The following Cover has not been selected:-

Goods in Transit Not Insured

Glass Insurance Not Insured. This will be covered under Property Damage Section - Buildings, if included.

Engineering Not insured

Policy Endorsements

The following Endorsement is added to this Policy and should be read in conjunction with the all the other terms conditions and exceptions of the Policy

Policy Information

Part 3 of Policy Information is amended to read as follows:

The Application Form any Supplementary Information Form and Commercial Property Subsidence Questionnaires that You provided or assisted Your insurance agent to complete about You and Your Business upon which Your insurance quotation is based

The final paragraph of Policy Information is restated as follows

Alterations in the cover required after the issue of the Policy will be confirmed by a separate Endorsement and or Appendix to the Schedule which You should file with Your Policy. You should refer to the Schedule and Appendices and Endorsements and the Policy to ascertain precise details of the cover currently in force

Statement of Fact

Whenever Statement of Fact is referred to in the Policy this should be read as Application Form, Supplementary Information form and Commercial Property Subsidence Questionnaires

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Claims

In the event of any incident or circumstance that may result in a claim on this policy, please contact in the first instance Paul Jones Insurance Services Ltd at the address and contact details noted on the first page of this schedule.

Our Services

We intend that you will be entirely happy with the services you receive from Paul Jones Insurance Services Ltd and the insurance provided by Arista.

Details of our complaints procedures are available on request. In the event you should have any complaint regarding the services of Paul Jones Insurance Services Ltd, please contact Cricket Insurance Scheme Manager or write to the Managing Director, at Kings House, 316 Shirley Road, Southampton, SO15 3HL. If you are a Retail Customer or an otherwise eligible complainant and we are unable to satisfactorily resolve your complaint, your complaint may be referred to the Financial Ombudsman Service (FOS).

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Paul Jones Insurance Service Ltd are covered by the Financial Services Compensation Scheme (FSCS) and in the event we are unable to meet our liabilities you may be entitled to compensation from the scheme. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim without any upper limit. For compulsory classes of insurance, cover is up to 100% of the claim without any upper limit. Further information is available from the FSCS at www.fscs.org.uk.