

# Policy Summary



This is a summary of the cover provided by the policy and does not contain full details of the limits, terms, exclusions and conditions.

These can be found in the policy document, a copy of which can be obtained via your insurance broker. It is important that you read these fully before making any decision about your insurance.

Some of the covers provided are optional and will only apply if you have selected them and they are shown as being operative on the Schedule.

## Standard Cover

### Property Damage All Risks

This section provides cover for business assets such as buildings, contents and stock in trade.

Cover is provided on an All Risks basis.

### Extensions included as standard

- Additional costs to maintain the premises following damage. The maximum cover granted by this extension shall not exceed £5,000 or 5% of the sum insured, whichever is the lesser.
- Additions, alterations and improvements to the premises. The maximum cover granted by this extension shall not exceed £250,000 or 10% of the sum insured, whichever is the lesser.
- Replacement of locks up to a limit of £1,000.
- Damage to car parks, yards, road ways up to £5,000.
- Damage to food stuffs in refrigeration cabinets and compartments up to a limit of £2,000.
- Costs in cleaning drains, gutters and the like following damage up to a limit of £2,500.
- Damage to landscaped grounds up to a limit of £5,000.
- Charges related to loss of metered water following damage up to a limit of £2,500.
- Stock and contents at trade exhibitions up to a limit of £5,000.
- Additional costs for complying with European Union legislation or public authority regulations during reinstatement of property following damage.
- Damage to utility cables and pipes.
- Contents temporary removed from the premises up to a limit of 15% of the relevant sum insured.
- Temporary removal of computer systems' records up to a limit of 10% of the sum insured for such items.
- Temporary removal of documents up to a limit of 10% of the sum insured for such items.
- The cost of temporary repairs following damage.
- Tracing any leak and repairing damage following escape of water or leakage from a fuel tank up to a limit of £5,000.
- Breakage of glass, sanitary fittings, frames, framework, boarding up and damage to goods displayed (to a limit of £250).

### Conditions

- All fire extinguishing appliances must be maintained in efficient working order.
- All stock stored below ground level must be on racking that is not less than 150mm above the floor.
- All flat felted roofs and guttering must be inspected and maintained regularly.

### Exclusions

- Damage caused by latent defect, defective design or materials, gradual deterioration or wear and tear.
- Explosion of a steam pressured boiler.
- Damage caused by corrosion, rust, wet or dry rot etc.
- Damage caused by mechanical or electrical breakdown.
- Damage caused by theft unless it involves forcible and violent entry or exit.
- Damage caused by theft of property in the open or outbuildings.
- Subsidence or normal settlement of new structures.
- Fraud or dishonesty on the part of the Insured.
- Unexplained disappearance.
- Erasure or distortion of information on computer systems or other records.
- Damage caused by weather to movable property in the open, including fences and gates.
- Damage by fire following it undergoing any process involving the application of heat.
- Damage resulting from contents undergoing any process of production, packing etc.

## OPTIONAL COVERS

### Business Interruption All Risks

This Section provides cover insurance for losses caused by interruption to your business following damage or loss to insured property where that property is covered under the Property Damage All Risks

#### Cover is available for:

- Gross Profit.
- Gross Revenue.
- Increase In Cost of Working.
- Outstanding debit balances.
- Loss of Rent Receivable.

#### Extensions

There are a number of optional cover extensions available on request for gross profit and revenue covers. These include loss resulting from:

- Denial of access.
- Disease, infestation and defective sanitation.
- Property stored.
- Public utilities.
- Suppliers and customers extensions.

#### Exclusions

The exclusions for this section are the same as Material Damage All Risks.

### Specified Business Equipment All Risks

This Section provides All Risks cover for goods and business equipment specified by the Insured.

#### Excluded Property

- Stock in trade.
- Glass, china, earthenware, marble or other fragile or brittle articles.
- Moveable property in the open where damage arises as a result of wind, rain, hail, sleet, snow, flood or dust.
- Property whilst it is operational or being worked upon.
- Computer systems' records.

#### Excluded Causes

- Damage caused by latent defect, defective design or materials, gradual deterioration, wear and tear.
- Damage caused by mechanical or electrical breakdown.
- Loss from unattended vehicles.
- Fraud or dishonesty on the part of the Insured.
- Unexplained disappearance.
- Damage caused by any process of fitting, testing, servicing, repair, renovation or adjustment.

### Money and Personal Accident Assault

This Section provides cover for

- Loss of money, including non-negotiable instruments (such as crossed cheques, up to specified limits)
- Cost of repair or replacement of safes, tills and the like if damaged as a result of theft.
- Loss of credit cards.

#### Money cover includes:

- Money whilst at the Insured premises or whilst in transit - during business hours or in a bank night safe or agreed locked safe
- In the premises outside business hours not in a locked safe up to a limit of £500.
- The personal custody of the Insured or an authorised person up to a limit of £500.
- In any machine operated by coins, bank notes or credit cards up to a limit of £250.

#### Conditions

- Outside business hours tills must be left open and empty.
- Money in transit must be accompanied by able bodied persons.

### Exclusions

- Fraud, unless reported within 14 days.
- Unexplained shortages.
- Loss from unattended vehicle.
- Loss of money while in the control of a security company unless agreed the Insurer.

### Personal Accident Assault

This extension to Money Cover provides benefits to an injured insured person as a result of an assault in the course of their duties up to limits specified in the policy, any medical expenses to specified limits and damage to clothing up to £250 any one loss.

### Conditions

Following injury the injured person must be under medical care. The Insurer must be notified of a claim within 7 days. Benefits shall only be paid upon production of medical evidence.

### Exclusions

- Any person under 16 or over 65.
- Any injury arising out of a pre-existing condition.
- Any naturally occurring condition or degenerative process.

### Goods in Transit

This Section provides cover loss or damage to specified goods whilst in transit.

### Extensions

- Costs incurred in removing or reloading insured goods, removing debris of such insured goods and dismantling of insured goods.
- Clothing and personal effects to a limit of £500 any one occurrence.
- Tools and travellers samples up to £250.

### Conditions

- All windows and doors must be closed and locked in unattended vehicles.
- Vehicles left loaded overnight must be in a locked or supervised garage.
- Any claim must be supported by proof of dispatch.

### Exclusions

- High value and dangerous property.
- Defective packaging.
- Variation in temperature.
- Delay.
- Inadequate documentation.
- Shortages or unexplained disappearance.
- Theft from open backed/soft sided or soft topped vehicles.
- Employee dishonesty.
- Inadequate packaging.

### Terrorism

This Section provides cover damage caused by Acts of Terrorism, certified as such by Her Majesty's Government or Her Majesty's Treasury.

The items insured are the same as those detailed under:

- Property Damage All Risks
- Business Interruption All Risks
- Specified Business Equipment All Risks .

### Conditions

- There can be no adjustment of premiums based on end-of-year declarations.
- Cover only applies for premises in England, Wales or Scotland.

### Exclusions

- Chemical, biological or radioactive contamination.
- Riot, civil commotion, war, invasion, acts of foreign enemies.
- Phishing

## Employers' Liability

This Section provides cover for legal liability for damages and claimants costs in respect of any person employed arising out of and in the course of their employment, as well as legal costs incurred with the written consent of the Insurer.

### Extensions

- Unsatisfied Court Judgements
- Health and Safety at Work legal defence costs
- Compensation for court attendance.
- Corporate Manslaughter legal defence Costs.

### Exclusions

- Road traffic legislation.
- Offshore work.

## Public Liability

This Section provides cover for legal liability for damages and costs in respect of accidental injury to any person, accidental damage to property or accidental nuisance occurring in connection with the business of the Insured as well as legal costs incurred with the written consent of the Insurers.

### Extensions

- Cross liabilities if the Insured comprises more than one party all shall be indemnified.
- Contingent motor liability.
- Overseas personal liability if insured is temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- Legal liability incurred under Article 82 of Regulation (EU) 2016/679 'the General Data Protection Regulation
- Legal liability incurred by virtue of Section 3 of the Defective Premises Act 1972.
- If the Insured is carrying out a contract on behalf of a principal, cover extends to include the principal.
- Health and Safety at work legal defence costs.
- Compensation for court attendance.
- Corporate Manslaughter legal defence Costs.

### Exclusions

- Any loss resulting from:
  - o pollution contamination.
  - o the use of mechanically propelled vehicles.
  - o the use of any vessel or craft.
- Property in the care, custody or control of the Insured.
- Offshore work.

## Products Liability

This Section provides cover for legal liability for damages and claimant's costs and expenses in respect of costs and expenses for accidental injury or accidental damage to property caused by any product as well as legal costs incurred with the written consent of the Insurer.

### Extensions

- Cover for defence of proceedings brought in respect of the Consumer Protection Act and the Food Safety Act arising out of the business
- Health and Safety at Work legal defence costs and compensation for court attendance.
- Corporate Manslaughter legal defence Costs.

### Exclusions

- Loss due to product recall, removal, repair, alteration, reconditioning, replacement or reinstatement.
- Loss arising from any product or component thereof which is used in any craft designed to travel through the air or space or in the safety or navigation equipment of marine craft.
- Pollution contamination.

## General Exclusions

### In respect of Employers, Public and Products Liability:

- Any loss as a result of radioactive contamination.
- Punitive and exemplary damages.
- Fines, liquidated damages, penalty clauses and performance warranties.
- Any loss arising from advice, design or specification for a fee.
- Any loss resulting from breach of employment contract, defamation, discrimination etc.
- Any loss resulting from inhalation of asbestos.
- Any loss resulting from pollution for operations located within the USA or Canada.
- War.
- North American companies.

## Legal Expenses

This Section provides cover, subject to specific limits, legal expenses for all numbered insuring clauses stated below except for tax protection where cover is for professional expenses. In addition awards of compensation are covered under Employment disputes and compensation awards are covered under data protection. Cover relates only to claims arising from your business activity.

## Insuring Clauses

1. Employment Disputes  
The defence of disputes with an employee. Excluding those falling within the scope of Transfer of Undertakings Regulations 1981 or the Acquired Rights Directive.
2. Health and Safety  
appeals under the Health and Safety at Work etc Act or the Food Safety Act 1990 excluding claims arising from the use or ownership of a motor vehicle.
3. Criminal Prosecution  
The defence of a prosecution excluding claims arising from ownership or possession of a motor vehicle, investigations by HM Revenue & Customs, allegations involving assault, violence or dishonesty, malicious falsehood, the manufacture dealing or use of alcohol, drugs, indecent or obscene material, illegal immigration, and offences under the Proceeds of Crime Act 2002 (money laundering).
4. Property Disputes  
The pursuit or defence of disputes relating to property owned, tenanted or occupied excluding disputes relating to mining, subsidence, non-payment or review of rent or service charges, planning consents or the renewal of a lease or contract.
5. Data Protection  
The defence of a breach or an appeal in connection with the Data Protection Act 1998.
6. Tax Protection  
Investigations by HM Revenue & Customs excluding any investigation or aspect enquiry by the Special Compliance Offices, the Special Investigation Section or the National Investigation Services, taxes fines or interest, any investigation undertaken prior to the commencement of the policy or any claim where following the submission of returns or accounts HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements.
7. Personal Injury  
The pursuit of claims against a third party excluding an injury sustained at the Insured's premises.

## Thistle Advisory Service

The policy provides a free telephone legal and taxation advisory service which is available 24 hours a day 365 days of the year.

## Conditions

- Claims must be notified during the period of insurance in accordance with policy conditions.
- The claims administrators consent must be obtained in writing before any legal expenses or professional expenses are incurred.
- You must obtain the advice of the Thistle Advisory Service and follow the procedure to be adopted with due diligence in accordance with the requirements as stated in the policy wording for employment disputes.
- All conditions in respect of the conduct of a claim as stated in the policy must be adhered to.

## Exclusions

- The defence of civil legal proceedings connected with death, injury or degenerative process, loss destruction or damage to property of a third party and breach of professional duty.
- Claims arising from the use of intellectual property.
- Claims arising from defamation.
- Claims outside the policy territorial limits.
- Any claim in connection with any cause event or circumstance occurring prior to or existing at the inception of the policy. Fines, damages or other penalty imposed by a court or tribunal.
- Any claim covered under another policy.
- Any claim resulting from disregard to take all reasonable steps to avoid and prevent claims or legal proceedings.
- Costs awarded by a court of criminal jurisdiction following a conviction.
- Any disputes involving statutory charges.
- Any alteration should be dispute between the Insured and any parent, subsidiary or associated company or partner.
- Any dispute between the Insured the claims administrator or appointed representative.
- Any payments in connection with a judicial review or reference to the European Court of Justice.
- Any claim or legal proceedings in connection with war, insurrection or a weapon of mass destruction.
- Any claim in connection with terrorist action.
- Any claim in connection with pollution or contamination.

## Loss of Licence

### The Cover

This section covers, subject to specific limits, costs and expenses to appeal against any loss of licence, and the depreciation in value of the business arising from circumstances beyond the client's control.

## Conditions

- Claims must be notified within 24 hours in accordance with the policy conditions.
- No alterations should be made to the premises without the sanction of the licensing or other authority.
- Written consent of the Insurer should be obtained prior to any application for the transfer of the licence to other premises or offer to surrender or discontinue any licence.

## Exclusions

- Such refusal to renew a Licence as entitled the Insured to claim compensation under any Statute.
- Actual or proposed compulsory acquisition of the Premises.
- Any claim resulting from any scheme of town or country planning, improvement or redevelopment.
- Any claim due to redistribution, reduction in number or extinguishment of the Licence as a result of war damage whether the loss be direct or indirect.
- Any claim due to alteration of the legislation governing the grant, surrender, renewal, suspension, forfeiture, withdrawal or transfer of the licence.
- Any claim due to failure other than for good cause to keep open the Premises during the permitted hours.
- Any claim due to failure to comply with any direction or requirement of the Licensing or other authority.
- Failure to maintain the Premises in good sanitary and general repair.
- Any claim occasioned wholly or in part by any act or omission by the Insured or by failure of the Insured to take all reasonable action to maintain the Licence in force.

## General Policy Conditions

- In the event of an incident the Insured should take all practical steps to minimise any loss.
- Any alteration to the risk must be advised and accepted by the Insurer.
- Arbitration shall apply in the event of a dispute regarding claim.
- The Insured shall take all necessary precaution and reasonable care to avoid a loss.
- The Insured must keep all security alarms, fire alarms, protections and sprinklers in full working order and properly maintained.
- The Insured shall notify the Insurer immediately any building becomes unoccupied.
- The Insured must have all minimum security protections fitted in place

### General Policy Exclusions

- Loss resulting from civil commotion and actions or act by any unlawful associations occurring in Northern Ireland.
- Loss resulting from radioactive contamination, war, sonic boom and confiscation.
- Loss resulting from pollution or contamination.
- Loss resulting from terrorism.
- Loss resulting from a change in the water table.

### Insurer

This policy (excluding Legal Expenses) is underwritten by Thistle Underwriting acting in an underwriting capacity on behalf of Covea Insurance plc

Legal Expenses is underwritten by Markel International Insurance Company Ltd.

### Cancellation

When you receive your policy you have 14 days in which to consider the cover provided. If the cover does not meet your requirements you have the right to cancel the policy. You will be entitled to a full refund of the premium paid provided no incidents have occurred which may give rise to a claim.

If you wish to cancel the contract outside the 14 day period please contact the broker who arranged the policy for you.

### Making a Claim

If any incident occurs which might result in a claim You must immediately contact Us via Your insurance broker who will be able to advise You.

Please telephone or e-mail Us using the details below.

Tel: 0330 024 2587 or

Email: [thistlecommercialclaims@coveainsurance.co.uk](mailto:thistlecommercialclaims@coveainsurance.co.uk)

You should refer to the Claims Conditions in the policy for full details of the procedures and conditions applying.

For Legal Expenses please refer to the relevant section of the policy for further instructions

## Complaints Procedure

If you have any questions or concerns about your Policy or the handling of a claim you should, in the first instance, contact the Insurance Broker who arranged this insurance

If you have any questions or concerns about your Policy or the handling of a claim you should, in the first instance, contact the Insurance Broker who arranged this insurance. In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to Thistle Underwriting at the address shown below. Please ensure that you provide details of your Insurance policy and in particular your Insurance policy number to help us deal with your complaint efficiently and promptly.

Thistle Underwriting  
St. David's Court  
Union Street  
Wolverhampton,  
WV1 3JE

T: 01902 714 000  
E: [complaintsofficer@thistleinsurance.co.uk](mailto:complaintsofficer@thistleinsurance.co.uk)

If you remain dissatisfied following receipt of the final response you may have the right to refer your complaint to the Financial Ombudsman Service. The address is:

The Financial Ombudsman Service  
Exchange Tower  
1 Harbour Exchange Square  
London  
E14 9SR  
T: 0800 023 4567  
W: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If you have a complaint about any insurance policy purchased online the European Union has launched the European Online Dispute Resolution platform (ODR). If a dispute arises the website helps you to escalate your complaint to a local dispute resolution service to solve the problem.

Use of the service is free and the process is handled totally online. To access the ODR platform please use the following address <http://ec.europa.eu/odr>

Please note that not all Businesses are eligible for the services of the Financial Ombudsman Service please refer to them for specific information. The insurer and Thistle Underwriting are covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to receive compensation if we or the insurer cannot meet our financial obligations. Further information about compensation schemes arrangements is available from the FSCS:

Financial Services Compensation Scheme (FSCS)  
10th Floor  
Beaufort House  
15 St Botolph Street  
London,  
EC3A 7QU  
T: 0207 741 4100 or 0800 678 1100  
W: [www.fscs.org.uk](http://www.fscs.org.uk)

If you take any of the actions mentioned above it will not affect your right to take legal action.

