



R&Q Commercial Risk Services Limited

Commercial Combined Insurance Summary of Cover

November 2016 Edition

Commercial Combined Insurance Policy Overview

This Policy is designed to cover the assets, earnings and the legal liabilities of Your business. Sections 1-4, 7-9 and 12-14 are underwritten by XL Catlin Syndicate 2003, Tokio Marine Kiln Syndicates Limited and ArgoGlobal Sections 5, 6 and 15 are underwritten by Faraday Underwriting Limited for and on behalf of Syndicate 435 at Lloyd's, Sections 10 and 16 are underwritten by HSB Engineering Insurance Limited and Section 11 Legal Expenses is provided by ARAG plc and underwritten by Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof) managed by Brit Syndicates Limited.

About R&Q

This Insurance product has been arranged by R&Q Commercial Risk Services Limited on behalf of the under noted Insurers named herein:

R&Q Commercial Risk Services Limited is registered in England and Wales No: 07313009 (FRN: 530938), Registered Office: 71 Fenchurch Street, London, EC3M 4BS.

R&Q Commercial Risk Services Limited is an Appointed Representative of R&Q MGA Limited which is authorised and regulated by the Financial Conduct Authority (FRN: 440543).

R&Q Commercial Risk Services Limited is wholly owned subsidiary of Randall & Quilter Investment Holdings Ltd. Randall & Quilter Investment Holdings Ltd. is a diverse insurance group, headquartered in Bermuda but with extensive operations in the UK, US, Canadian, Bermuda and Continental Europe Markets. The Group is a leading insurance service provider to the non-life insurance market. Its extensive service offering (ranging from full back office management to bespoke services) covers the live, run-off and captive market segments.

About Your Insurers

Sections 1 -4, 7- 9 and 12 - 14 are underwritten by:

XL Catlin Syndicate 2003

Proportion 40%

XL Catlin Syndicate 2003 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. XL Catlin Syndicate 2003 is registered in England No.01815126. Registered office: 20 Gracechurch Street, London EC3V 0BG

Sections 1 -4, 7- 9 and 12 - 14 are underwritten by:

Tokio Marine Kiln Syndicates Limited

Proportion 30%

Tokio Marine Kiln Syndicates Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Tokio Marine Kiln Syndicates Limited is registered in England No. 729671. Registered office: 20 Fenchurch Street, London EC3M 3BY

Sections 1 - 9 and 12 - 14 are underwritten by:

**ArgoGlobal
Proportion 30%**

ArgoGlobal is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Arch Insurance Company (Europe) Ltd is registered in England No. 3768610. Registered office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA.

Sections 5, 6 and 15 are underwritten by Faraday Underwriting Limited for and on behalf of Syndicate 435 at Lloyd's

Faraday Underwriting Limited is a limited company registered in England under company number 1682486. Registered Office: 5th Floor Corn Exchange, 55 Mark Lane, London EC3R 7NE. Authorised by the Prudential Regulation Authority and Regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN: 204910).

Sections 10 and 16 are underwritten by HSB Engineering Insurance Ltd

This Section is underwritten by HSB Engineering Insurance Limited, registered in England and Wales: 02396114, New London House, 6 London Street, London EC3R 7LP. Registered as a branch in Ireland: 906020. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN:202738).

HSB Engineering Insurance Limited can call upon over 140 years strength and expertise in the engineering and inspection industry.

Section 11 is underwritten by Brit Syndicate 2987 at Lloyd's

This Section is provided by ARAG plc and underwritten by the Insurer. ARAG plc and Brit Syndicate 2987 at Lloyd's are authorised and regulated by the Financial Conduct Authority, registration number 452369 and 204930 respectively. Registered Office: ARAG plc, 9 Whiteladies Road, Clifton, Bristol BS8 1NN

About Your Insurance Broker

Your Insurance Broker is the organisation that You arranged this insurance with and should be Your first point of contact for any queries You may have on the Policy, other than claims. Claims contact numbers can be found under the Notifying a Claim Section of this document. See also Section 19 – **Claims Procedure** and the **Enquiries and Complaints Procedure** of Your Policy Wording Document which is to be read in conjunction with this Policy Summary.

Covers

- Property – provides All Risks cover for loss or damage to:
 - Business contents including stock, machinery, fixtures and fittings, tenants improvements and decorations
 - Buildings (where insured) including landlords fixtures and fittings, boundary walls, gates and fences
 - Glass and sanitary fittings including breakage of fixed, plain and wired glass
- Business Interruption – designed to help You keep Your business going if it is interrupted by a cause or peril covered under the property section. Cover for Book Debts is included
- Goods in Transit – insures Your stock and business goods whilst in transit anywhere in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands
- Money and assault – insures loss of business money and provides compensation for an accident sustained as a direct result of an attack while carrying on the business
- Employers Liability – This insurance protects You against damages and legal costs that arise as a result of claims from employees suffering death, injury, illness or disease from their employment.
- Public and Products Liability – Cover is provided in respect of legal liability in connection with Your business to pay compensation including legal costs for:
 - (a) Accidental death or injury to any persons excluding employees
 - (b) Accidental loss or damage to third party property
 - (c) Accidental injury or accidental loss or damage caused by products supplied by You
- Environmental Impairment Liability - Cover is provided in respect of all sums which You are legally liable to pay including claimant' costs and expenses in respect of Environmental Impairment Liability which arises in connection with Your business. Environmental Impairment can happen over extended periods of time and so insurance is provided on a Claims Made basis, for which claims are first made against You during the policy period. Cover is provided up to the Aggregate Limit specified in the policy schedule for all claims and costs and expenses during the policy period. The policy contains a retroactive date. In order to be covered the Environmental Impairment must be caused after the retroactive date. The default is for the retroactive date to be the inception date. However, since gradual pollution can continue for a long period before it is detected the retroactive date can be routinely altered to 5 years prior to inception upon written request to us and subject to additional premium. Our intention is not to cover historic pollution from former business practices or previous uses of the site.
- All Risks for Specified Equipment – covers specified portable business equipment for loss or damage whilst on Your premise or anywhere in the UK, EU or Worldwide
- Personal Accident – covers any principal, partner, or director aged 16 to 70 against accidents
- Directors and Officers Liability – covers the legal liability of officers and directors for wrongful acts occurring during the period of cover
- Equipment Breakdown Insurance – covers You for direct physical loss or damage from an accident to Covered Equipment
- Legal Expenses – provides Your business with protection for legal costs relating to:
 - Employment
 - Employment Compensation Awards
 - Employment Restrictive Covenants
 - Tax
 - Property
 - Legal Defence
 - Compliance & Regulation
 - Crisis Communication

- Statutory Licence Appeals
- Loss of Earnings
- Employees' Extra Protection
- Contract & Debt Recovery

And also Helplines for:

- Business Legal and Tax Advice
 - Counselling
 - Access to a Business Legal Services website
 - Crisis Communication
 - Redundancy Approvals
- Deterioration of stock – covers any frozen stock against the risk of deterioration or putrefaction following a breakdown of refrigeration plant/machinery
 - Loss of Licence – designed to cover You against the depreciation in the value of Your property and subsequent loss of profit as a result of a loss of licence due to circumstances outside of Your control
 - Terrorism – optional additional cover providing protection for Property and Business Interruption against Terrorism
 - Cyber - designed to offer protection from cyber risks which could be damaging to Your business and reputation. Issues can range from data recovery following a hardware failure to a full scale data breach. We can give You access to a network of cyber risk experts who can help to minimise the disruption to Your business. For clarification purposes, a 'cyber event' is defined in the policy document as:
 - loss, corruption, accidental or malicious deletion of or change to, unauthorized access to, or theft of data;
 - damage to websites, intranet or extranet sites;
 - damage or disruption caused by computer virus, hacking or denial of service attack; or
 - failure of or variation in the supply of electricity or telecommunications; affecting Your computer system, the computer system of a service provider or customer of Yours.

Policy Summary

Commercial Combined Insurance

The information provided in this policy summary is key information You should read.

This Policy Summary does not contain the full terms and conditions of Your Commercial Combined Insurance. The full terms and conditions can be found in the Policy Wording document a copy of which is available upon request.

This summary should be read in conjunction with Your policy Schedule.

Significant Features and Benefits	Significant and unusual Exclusions or Limitations
<p>Section 1 – Property Damage (if selected)</p> <p>Covers damage to Your buildings, contents, or stock caused by accidental loss destruction or damage (including all defined perils).</p> <p>Defined perils: Fire, Lightning, Aircraft, Explosion, Earthquake, Riot, Malicious Damage, Storm, Flood, Escape of Water, Impact.</p> <p>Optional cover for theft and subsidence.</p> <p>Inflation Protection (Day One basis of cover).</p> <p>Capital Additions/Acquisitions up to 10% of buildings and contents (up to maximum of £250,000).</p> <p>Damage to services extending to the public mains.</p> <p>Additional costs in complying with Public Authority requirements (up to maximum of £250,000).</p>	<p>The excess shown in the schedule.</p> <p>Damage caused by theft or subsidence.</p> <p>Damage caused by wear and tear, gradual deterioration, faulty or defective design.</p> <p>Damage caused by mechanical or electrical breakdown or derangement.</p> <p>Damage caused by acts of fraud or dishonesty.</p> <p>Damage caused by storm or flood to fences, gates and moveable property in the open.</p> <p>Damage caused by malicious persons or escape of water or oil in respect of any building which is empty.</p> <p>Empty buildings condition applies.</p> <p>Minimum Standards of Security applies.</p>
<p>Section 2 – Business Interruption (if selected)</p> <p>Financial compensation following interruption to the business as a result of an insured loss under Section 1 caused by accidental loss destruction or damage (including all defined perils).</p> <p>Defined perils: Fire, Lightning, Aircraft, Explosion, Earthquake, Riot, Malicious Damage, Storm, Flood, Escape of Water, Impact, theft.</p> <p>Optional cover for theft and subsidence.</p> <p>Cover is available for:</p> <p>Gross Profit/Estimated Gross Profit, Gross Revenue/Estimated Gross Revenue, Additional Increase in Cost of Working, Rent Receivable, Additional Cost of Working, Book Debts</p> <p>Optional extensions available: Contract Sites, Essential Employees,</p>	<p>Losses excluded under the Property Damage section.</p> <p>Damage caused by theft and subsidence.</p> <p>Loss caused by the deliberate act of a utility supplier.</p> <p>Certain optional extensions limited to Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.</p>

<p>Failure of Public Supply, Infectious Diseases, Public Utilities, Prevention of Access, Specified Customers/Suppliers, Storage Sites, Transit, Unspecified Customers/Suppliers.</p>	
<p>Section 3 – Goods in Transit (if selected)</p> <p>Damage to business property whilst in transit.</p> <p>Additional expenses incurred in transferring property to another vehicle, removing debris, reloading, and re-securing the property (limit of £5,000).</p> <p>Damage to clothing/personal effects (limit of £500).</p> <p>Damage to tarpaulins, ropes, sheets (limit of £1,000).</p>	<p>The excess shown in the schedule.</p> <p>Cover limited to Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland.</p> <p>Vehicle security requirements apply.</p> <p>Theft from unattended vehicles between 9pm and 6am unless vehicle is garaged in a locked building or compound.</p> <p>Damage caused by defective packing, disappearance or unexplained shortage.</p>
<p>Section 4 – Money and Assault (if selected)</p> <p>Loss of money pertaining to the business in transit, in the premises during business hours and in any bank night safe.</p> <p>Loss of non-negotiable money (for example crossed cheques) – standard limit £250,000.</p> <p>Money in the premises outside business hours, in unspecified locked safe £1,000 (not in locked safe £250).</p> <p>Assault - Bodily injury as a result of robbery or attempted robbery.</p>	<p>Money in transit limited to Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and subject to money carryings clause.</p> <p>Loss of money arising from the acts of dishonesty by an employee not discovered within 14 days.</p> <p>Assault limits of £10,000 in respect of death, loss of limb, loss of sight, or permanent total disablement. £100 per week (maximum of 104 weeks) for temporary total disablement.</p>
<p>Section 5 – Employers’ Liability (if selected)</p> <p>Employers’ liability cover and associated costs and expenses up to the limit of liability stated in Your policy schedule.</p> <p>Legal costs in relation to proceedings brought against you under the Health and Safety at Work Act or Corporate Manslaughter and Corporate Homicide Act, provided that the proceedings relate to an offence alleged to have been committed during the policy period stated in your policy schedule and in the course of the business and where there is also a claim or potential claim against you, or any of the additional persons insured, for damages you are entitled to payment under the policy, up to £1,000,000 each occurrence.</p> <p>Court attendance fees, where connected to loss or damage otherwise covered by the policy, up to £250 per day for directors or partners, and £100 per day for other employees.</p>	<p>You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of compulsory employers’ liability laws.</p> <p>There is no cover for any judgment, award or settlement made within countries which operate under the legal authority of the United States of America or Canada unless you have requested it and it has been agreed by Us.</p> <p>There is no cover for loss or damaged caused by the manufacture, storage or handling of asbestos, or materials containing asbestos. Under this section, the exclusion does not apply to the accidental discovery of asbestos, provided that it is handled and removed by qualified sub-contractors.</p> <p>Offshore and Terrorism.</p>

<p>Section 6 – Public Liability and Products Liability (if selected)</p> <p>Public liability cover up to the limit of liability stated in your policy schedule and associated costs and expenses.</p> <p>Motor vehicles tool of trade risk</p> <p>Motor contingent liability</p> <p>Movement of obstructing vehicles</p> <p>Defective Premises Act</p> <p>Leased or rented premises</p> <p>Overseas personal third party liability</p> <p>Data Protection Act</p> <p>Product liability cover up to the limit of liability stated in your policy schedule and associated costs and expenses.</p> <p>Extension cover available for legal costs and expenses in relation to criminal proceedings brought against you under the Consumer Protection Act or Food Safety Act.</p> <p>Legal costs in relation to proceedings brought against you under the Health and Safety at Work Act or Corporate Manslaughter and Corporate Homicide Act, provided that the proceedings relate to an offence alleged to have been committed during the policy period stated in your policy schedule and in the course of the business and where there is also a claim or potential claim against you, or any of the additional persons insured, for damages you are entitled to payment under the policy, up to £1,000,000 each occurrence.</p> <p>Court attendance fees, where connected to loss or damage otherwise covered by the policy, up to £250 per day for directors or partners, and £100 per day for other employees.</p>	<p>The policy excess as stated in Your Policy Schedule.</p> <p>Defective Workmanship. Loss of, or damage to, or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling, or making any refund in respect of goods.</p> <p>There is no cover for any judgment, award or settlement made within countries which operate under the legal authority of the United States of America or Canada unless you have requested it and it has been agreed by us.</p> <p>There is no cover for loss arising from professional advice given by you for a fee.</p> <p>There is no cover for loss or damaged caused by the manufacture, storage or handling of asbestos, or materials containing asbestos.</p> <p>Offshore and Terrorism.</p> <p>Any liability which is assumed by you by agreement unless such liability would have attached in the absence of such agreement.</p>
<p>Section 7 All Risks (Specified Items) (if selected)</p> <p>Loss or damage to specified property at the premises or in defined geographical areas.</p>	<p>The excess shown in the schedule.</p> <p>While property is left in an unattended vehicle unless the vehicle is securely locked.</p> <p>Loss arising from wear and tear.</p> <p>Acts of dishonesty by employees.</p> <p>Unexplained disappearance.</p>
<p>Section 8 – Personal Accident (if selected)</p> <p>Accidental bodily injury to any principal, partner or director during the Operative Time of Cover causing death, loss of limb, sight, speech or hearing, or permanent total disablement.</p>	<p>Age limits 16-70.</p> <p>Injury resulting from participation in certain hazardous or sporting activities.</p> <p>Injury from aviation other than as a fare paying passenger.</p> <p>Injury sustained whilst under the influence of alcohol or drugs.</p>
<p>Section 9 – Directors and Officers Liability (if selected)</p>	

<p>Wrongful acts, including error, omission, misstatement, neglect or breach of duty made or committed by an Insured Director.</p>	<p>Loss arising out of any criminal, dishonest, fraudulent, wilful, intentional or malicious act or omission.</p> <p>Loss arising out of an employment practice violation.</p> <p>Loss arising out of any pending or prior litigation.</p> <p>Loss arising out of any legal action brought in a court within the United States of America or Canada.</p>
<p>Section 10 – Equipment Breakdown (if selected)</p> <p>Covers Accidents to Covered Equipment arising out of Breakdown, Electrical arcing, steam explosion or collapse and Operator Errors. (£5,000,000).</p> <p>Hazardous substances and contamination costs (£10,000).</p> <p>Reinstatement of Data and Computer Increased Costs of Working (£50,000).</p> <p>Business Interruption following breakdown of Covered Equipment (£100,000).</p> <p>Temporary repair expenses in respect of Covered Equipment (£20,000).</p> <p>Hire of substitute equipment following a loss (£10,000).</p> <p>Storage tanks and loss of contents (£10,000).</p> <p>Damage to own surrounding property following explosion or collapse of any steam boiler, steam generator, economiser, superheater, steam pipework or steam vessel. (£1,000,000).</p> <p>Additional Access Costs (£20,000)</p> <p>Debris Removal (£25,000)</p> <p>Repair Costs Investigation (£25,000)</p>	<p>Any covered equipment shown as not included in the description of Covered Equipment.</p> <p>Biomass and Biogas Installations.</p> <p>Hydroelectric Installations.</p> <p>Production and process equipment (this is available upon request and is not included in the standard cover).</p> <p>Any defect virus loss of data (other than as specifically insured under Reinstatement of Data) or other situation within media.</p> <p>Depletion, deterioration, corrosion, erosion, wear & tear or other gradually developing condition.</p> <p>Solidification or biological activity or spontaneous chemical reaction in the contents of tanks or materials being processed.</p> <p>Any amount recoverable under maintenance agreements, warranties or guarantees including any amount which would be recoverable but for breach of Your obligations under the agreement.</p> <p>Delay in resuming operations due to the need to reconstruct data, reinput data or programs onto media where backup conditions have not been fully met.</p> <p>Policy excess - As per the underlying Material Damage or Business Interruption excess Min £250.</p>
<p>Section 11 – Legal Expenses (if selected)</p> <p>The Insurer will pay legal costs & expenses and employment compensation awards up to £100,000, including the cost of appeals for the following.</p> <p>Employment A dispute with a past, present, or prospective employee, arising from a contract of service and/ or breach of employment laws.</p>	<p>It must always be more likely than not that Your claim will be successful.</p> <p>You must report Your claim during the period of insurance and as soon as You become aware of the circumstances that could lead to a claim.</p> <p>Unless there is a conflict of interest we will choose an appointed advisor until proceedings need to be issued or in any claim dealt with by an Employment Tribunal or the small claims court.</p> <p>Legal costs, expenses, and compensation awards incurred before we accept a claim.</p> <p>Pursuing an action other than an appeal.</p> <p>Any redundancy-related claim within 180 days of You taking out this policy.</p> <p>Legal costs to prepare for or represent You in internal</p>

<p>Employment Compensation Awards A basic and compensatory award made against You by a tribunal, or an amount agreed by us to settle a dispute, where we have accepted Your claim under insured incident 1) Employment.</p> <p>Employment Restrictive Covenants A dispute with Your employee or ex-employee which arises from a restrictive covenant in a contract of service with You or with another party who alleges that You have breached their legal rights protected by a restrictive covenant.</p> <p>Tax Protection An HMRC compliance check, formal aspect or full enquiry into Your business' tax or dispute about VAT, including an appeal.</p> <p>Property An event which causes damage to Your property, a public or private nuisance or trespass, and recovery or repossession of property from an employee or ex-employee.</p> <p>We will cover a dispute with your business tenant under the terms of a written lease agreement in relation to your property let under the Landlords & Tenants Act 1954 or where you have correctly contracted out of the 1954 Act.</p> <p>Legal Defence We will defend the insured</p> <ul style="list-style-type: none"> • in an investigation that could lead to prosecution • if criminal proceedings are brought • Directors and/or partners are covered to defend a motor prosecution which does not relate to the business. <p>Compliance & Regulation Appeal against a statutory notice issued against Your business, or defence of a civil action brought under the Data Protection Act.</p> <p>Statutory Licence Appeal An appeal against a decision to alter, suspend, revoke or refuse to renew a statutory licence or registration.</p> <p>Loss of Earnings The insurer will pay loss of earnings if an insured has to attend court or tribunal for a claim under this policy or because they are called for Jury Service.</p> <p>Employees' Extra Protection Cover to:</p> <ul style="list-style-type: none"> • defend <ul style="list-style-type: none"> – an employee in civil proceedings brought for unlawful discrimination, or – a trustee of the company pension fund; • pursue a personal injury claim by an employee or a member of their family, or • represent Your directors and/or partners who have fallen 	<p>grievance or disciplinary matters.</p> <p>Money due to an employee under a contract of service.</p> <p>The restrictive covenant must not</p> <ul style="list-style-type: none"> • Extend further than is reasonably necessary to protect the business interests or • Contain restrictions in excess of 12 months <p>Any claim where You have been negligent or have not met legal timescales.</p> <p>An investigation by the Specialist Investigations Branch of HM Revenue and Customs.</p> <p>Tax avoidance.</p> <p>Any claim where a contract exists between You and the third party.</p> <p>Any dispute that arises from a disagreement with your tenant over payment or non-payment of rent and or service charges.</p> <p>You must demonstrate that you have served the correct legal notices(s)</p> <p>A parking offence.</p> <p>Pursing an action other than an appeal.</p> <p>A Health and Safety Fee for Intervention.</p> <p>A condition, illness or disease that gradually develops over time.</p>
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<p>victim of identity theft.</p> <p>Crisis Communication Access to professional public relations support and crisis communication services to manage adverse media publicity and reputational exposure.</p> <p>Contract & Debt Recovery Cover for contract disputes and debt recovery actions relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services, providing the amount in dispute exceed £200.</p> <p>Business Legal Services website Visit our business legal services website at www.araglegal.co.uk and register using Your voucher code to download legal documents that can assist You with day-to-day issues that affect Your business. Access our online law guide. Many documents offer legal review services.</p> <p>Legal & Tax Advice The insured can use the legal advice service 24/7 and the tax advice service between 9am - 5pm weekdays.</p> <p>Crisis Communication helpline The insured can use this helpline at any time for advice about negative publicity or media attention</p> <p>Counselling Assistance The insured can use this telephone assistance service 24 hours a day, 365 days of the year.</p> <p>Territorial Limit</p>	<p>The maximum the insurer will pay is £10,000.</p> <p>The sale or purchase of any land or buildings.</p> <p>Computer systems which have been supplied by You or tailored to Your requirements.</p> <p>Breach of professional duty.</p> <p>Arbitration or adjudication.</p> <p>Some documents apply to England and Wales only. Many documents are free while others attract a modest charge.</p> <p>Legal review services are subject to a fee.</p> <p>We will not put any advice in writing. Legal advice will be restricted to business matters within EU law.</p> <p>Tax advice is restricted to UK tax regulations.</p> <p>The UK Channel Islands and the Isle of Man, except for Legal Defence, Compliance & Regulation and Contract & Debt Recovery where cover extends to Norway, Switzerland and the European Union.</p>
<p>Section 12 – Deterioration of Stock (if selected)</p> <p>Deterioration of stock in a frozen food cabinet, freezer, or cold store caused by change in temperature or by accidental leakage of refrigerant fumes.</p>	<p>The excess shown in the schedule.</p> <p>Loss from any freezer over 10 years old.</p> <p>Failure to correctly set temperature controls.</p>
<p>Section 13 – Loss of Licence (if selected)</p> <p>The reduction in the value of the interest in the property as a result of the loss of licence granted for the sale of excisable liquor.</p> <p>Standard limit of liability of £100,000.</p>	<p>Loss of licence arising from town or country planning redevelopment.</p> <p>Loss of licence arising from a change in the law.</p> <p>Where statutory compensation can be obtained for loss of licence.</p>
<p>Section 14 – Terrorism (if selected)</p> <p>Extension of cover for Sections 1, 2 and 7.</p>	<p>Terms, conditions and exclusions of Section 1, 2 and 7</p>

<p>Damage or loss to items insured under Sections 1, 2 and 7 caused by acts of Terrorism in Great Britain.</p>	<p>will apply.</p> <p>Terrorism cover can not be purchased selectively. If Terrorism cover is required it must apply to all insured property.</p>
<p>Section 15 - Environmental Impairment Liability (if selected)</p> <p>Environmental impairment liability cover and all associated costs and expenses up to the limit stated in your policy schedule and in respect of any one claim made against you in the policy period stated in your policy schedule.</p> <p>Extended discovery period if requested prior to cancellation or non-renewal of your policy.</p> <p>Legal costs in relation to proceedings brought against you under the Health and Safety at Work Act or Corporate Manslaughter and Corporate Homicide Act, provided that the proceedings relate to an offence alleged to have been committed during the policy period stated in your policy schedule and in the course of the business and where there is also a claim or potential claim against you, or any of the additional persons insured, for damages you are entitled to payment under the policy, up to £1,000,000 each occurrence.</p> <p>Court attendance fees, where connected to loss or damage otherwise covered by the policy, up to £250 per day for directors or partners, and £100 per day for other employees.</p>	<p>The policy excess as stated in Your Policy Schedule</p> <p>Defective Workmanship. Loss of, or damage to, or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling, or making any refund in respect of goods.</p> <p>There is no cover for any judgment, award or settlement made within countries which operate under the legal authority of the United States of America or Canada unless you have requested it and it has been agreed by us.</p> <p>There is no cover for loss arising from professional advice given by you for a fee.</p> <p>There is no cover for loss or damaged caused by the manufacture, storage or handling of asbestos, or materials containing asbestos. Under section 1, the exclusion does not apply to the accidental discovery of asbestos, provided that it is handled and removed by qualified sub-contractors.</p> <p>Offshore and Terrorism.</p> <p>Any liability which is assumed by you by agreement unless such liability would have attached in the absence of such agreement.</p>
<p>Section 16 – Cyber (if selected)</p> <p>Cyber Liability Covers damages and defence costs arising from a claim first made against You during the period of insurance and during the course of Your business, as a result of:</p> <ul style="list-style-type: none"> - You or Your service provider failing to secure data; - You unintentionally transmitting a virus; or - the content of Your website, emails, or anything else distributed by Your computer system damaging the reputation of others or breaching intellectual property rights. <p>Data-breach expense If You discover during the period of insurance that You have failed to keep to Your data privacy obligations during the course of Your business which results or may result in a data-breach, we will pay the cost of:</p> <ul style="list-style-type: none"> - investigating, notifying and keeping Your customers informed; - legal advice - public relations and crisis management expertise; - identity theft assistance for Your customers or others who have been affected or who may be affected; and - a security audit to identify weaknesses in Your computer system. <p>Computer system damage, data, extra cost and business income.</p>	<p>Excludes any fines or penalties which are not insurable by law (<i>for example the majority of regulatory fines</i>). Some administrative or contractual penalties are insurable (<i>for example Payment Card Industry fines are covered</i>).</p> <p>Excludes any liability or cost resulting from the infringement of patents or liabilities associated with products, goods, services or advice provided by You.</p> <p>Excludes action brought against You by any associated companies or other parties insured by Your policy.</p>

<p>Covers the cost for Your insured computer system and data to be restored to the position that they were in prior to, and meet the extra cost resulting from a cyber event.</p> <p>Cover also applies to the computer systems of service providers located anywhere in the world (subject to the exclusion Sanctions, laws and regulations).</p> <p>Covers Your loss of income following a cyber event.</p> <p>Cyber Crime Covers financial loss resulting from fraudulent input or change of data in Your computer system leading to money being debited from Your account, credit being established in Your name or cost being added to Your telephone bill.</p> <p>Also covers the cost of professional support to help You if You are the victim of crime such as a threat of damage to Your computer system by virus or hacking or disclosing Your data.</p> <p>General Covers the cost to remove viruses and to get specialist advice to prevent viruses or hacking attacks following an incident.</p>	<p>Excludes loss of business income or any other cost resulting from a deliberate act of a power supplier, grid operator or telecommunications operator unless necessary to protect life or prevent damage.</p> <p>Excludes any financial loss resulting from actual or alleged fraudulent use of a credit card or debit card.</p> <p>You must backup Your data at least every 7 days and protect Your systems with a firewall.</p> <p>Excludes acts of terrorism. However, computer virus, hacking or denial of service attacks will not be treated as acts of terrorism.</p> <p>Excludes damage or financial loss caused by civil commotion in Northern Ireland.</p> <p>We will not provide cover, pay any claim or provide any benefit under this policy (including returning premium) if by doing so it would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America</p>
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The Policy is a complex document and contains a large number of specific terms relevant in specific circumstances, depending on the nature of the risks being insured and those extensions requested. The policy may also contain warranties describing actions that You must take or avoid for any cover to operate.

If the value declared or the sum insured selected is less than the full insurable amount, then any claim may not be payable in full.



Notifying a Claim

Sections 1-4, 7-9, and 12-14

Your claims will be dealt with by Broadspire, By Crawford & Company.

Your claims should be reported via the dedicated R&Q phone line 0121 200 0354 or via the dedicated email R&Q.SME@broadspiretpa.co.uk

For Sections 10 and 16

In the first instance claims should be notified to Davies Managed Systems, 2nd Floor, East Court, Riverside Park, Stoke-on-Trent ST4 4DA. Tel: 0344 856 2338 Fax: 0344 856 2005

Sections 5, 6 and 15

Your claims should be notified to Your Insurance Broker

Your claim will be dealt with by

Faraday Underwriting Limited

5th Floor Corn Exchange

55 Mark Lane

London EC3R 7NE

Telephone: +44 (0)207 707 3333

Fax: +44 (0)207 264 4619

Under Sections 5, 6 and 15 We are entitled to take over and conduct in your name the defence or settlement of any claim. You must give all information and assistance required. If you do not do so we may reject or be unable to deal with your claim, or be unable to pay your claim in full. No admission of liability or offer, promise or payment shall be made without our written consent.

Legal Expenses Claims

If You are considering carrying out a redundancy, You must notify us as soon as possible. You must never instruct Your own lawyer or accountant as we will not pay their costs and it could invalidate Your cover.

You can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning 0117 917 1698 or online at www.arag.co.uk/newclaims

Additional Information

Policy Limits

Higher Limits may be available on request. Please ask Your Insurance Broker for details.

Please Read the Policy

Please read the policy and the policy schedule carefully and make sure that it meets Your needs and that You understand its terms, conditions, limits and exclusions.

If You wish to change anything or if there is anything You do not understand please notify Your Insurance Broker.

If You fail to notify us of any changes You require, Your policy may not operate fully.

Cancellation of this policy

You can cancel this insurance at any time by writing to Your Insurance Broker. We can cancel this insurance by giving you fourteen (14) days' notice in writing. We will only do this for a valid reason. If this insurance is cancelled then, provided you have not made a claim, you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered. If we pay any claim, in whole or in part, then no refund of premium will be allowed.

Complaints Procedure

We aim to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. At all times We are committed to providing You with the highest standard of service.

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 Policy for You.

If Your complaint relates to Sections 5, 6 or 15 You should contact:

The Complaints Manager
Faraday Underwriting Limited
5th Floor Corn Exchange
55 Mark Lane
London EC3R 7NE

Email: faraday.complaints@faraday.com

Or the Complaints Team at Lloyd's at:

Complaints
Lloyd's
One Lime Street
London
EC3M 7HA

Telephone: 0207 327 5693
Facsimile: 0207 327 5225
E-mail: complaints@lloyds.com

If Your Complaint relates to any other Section any complaint that You may have should in the first instance be addressed to the Broker who arranged this cover for You.

Please quote Your policy number in all correspondence so that Your complaint may be dealt with speedily.

If Your Insurance Broker is unable to resolve the complaint to Your satisfaction by close of business the following day and Your complaint relates to a claim then You should contact:

The Commercial Manager
R&Q Commercial Risk Services Limited
71 Fenchurch Street
London
EC3M 4BS
Phone: + 44 (0) 20 7780 5850

Please quote Your Policy number in all correspondence so that Your concerns may be dealt with speedily.

If R&Q Commercial Risk Services Limited are unable to resolve the complaint to Your satisfaction and:

If Your complaint relates to Sections 1-9 or Sections 12-14 You should contact:

Complaints
Lloyd's
One Lime Street
London EC3M 7HA

Email: complaints@lloyds.com
Telephone: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225
Website: www.lloyds.com/complaints

If Your complaint relates to Section 10 or 16:

The Customer Relations Leader
HSB Engineering Insurance Limited
Chancery Place,
50 Brown Street,
Manchester
M2 2JT
Phone 0330 100 3433
E Mail complaints@hsbeil.com

If Your complaint relates to Section 11 – Legal Expenses:

Step1
Customer Relations Department
ARAG plc,
9 Whiteladies Road,
Clifton,
Bristol,
BS8 1NN
Phone: 0117 917 1561
Email: customerrelations@arag.co.uk

Step2

Should you remain dissatisfied you can pursue your complaint further with Lloyd's. They can be reached as follows;

Lloyd's
One Lime Street
London
EC3M 7HA
Tel: 0207 327 5693
Email: complaints@lloyds.com, Website: www.lloyds.com/complaints

If Your Insurance Broker or Insurers remain unable to resolve the complaint to Your satisfaction then You may also have the right to refer Your complaint to:

The Financial Ombudsman Service

South Quay Plaza,
183 Marsh Wall,
London,
E14 9SR
Phone 08000 234 567

Further information is available from them and on www.financial-ombudsman.org.uk

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Financial Services Compensation Scheme (FSCS)

XL Catlin Syndicate 2003, Tokio Marine Kiln Syndicates Limited, ArgoGlobal, Faraday Underwriting Limited for and on behalf of Syndicate 435 at Lloyd's, HSB Engineering Insurance Limited, ARAG plc and Brit Syndicate 2987 at Lloyd's are all covered by the Financial Services Compensation Scheme (FSCS). This means that You may be entitled to compensation from the scheme in the unlikely event that they cannot meet their obligations. Further details can be obtained from FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or www.fscs.org.uk

Policy Duration

The policy has a 12 month period of insurance (unless shown differently on Your policy Schedule), and is annually renewable.

Financial Services Register

The Financial Services Register can be checked by visiting the Financial Conduct Authority website on www.fca.org.uk or by calling 0800 111 6768

Data Protection

The defined terms used in this Policy shall have the meaning given to those terms in the Data Protection Act 1998 (as may be amended from time to time).

In the course of providing insurance services to You, the Insurers may have access to Personal Data. You warrant that it shall have obtained all necessary authorisations and approvals from Data Subjects prior to disclosing any Personal Data to the Insurers (whether such disclosure is made directly by You to the Insurers or indirectly by You to any agent acting on behalf of You or the Insurers). You shall be the Data Controller of any Personal Data provided to it.

The Insurers undertake that they shall only use any Personal Data provided to them for the purposes of performing their services in connection with its contract of insurance with You. This will include the processes of underwriting, administration and claims assessment as well as any necessary services ancillary thereto.

The Insurers will hold all Personal Data provided to them securely and shall limit access to such Personal Data to those who have a need to see it. You hereby consent to the Insurers sharing any Personal Data provided to them with their group companies, agents, reinsurers, claims handlers, loss adjusters, medical professionals and other professional advisors, healthcare management companies and any other necessary service providers with whom the Insurers contract in connection with the contract of insurance between You and the Insurers.

You acknowledge that the Insurers may be required as a matter of law or regulation to disclose Personal Data provided to it to a Court of law or regulatory body such as the Financial Conduct Authority or any other public body or authority of competent jurisdiction and You hereby consent to any such disclosure.

You acknowledge that the insurance industry maintains certain registers for the purposes of fraud prevention and hereby consent to the Insurers sharing Personal Data provided to them with fraud prevention agencies and other insurance companies for the purposes of fraud prevention and to validate Your claims history.