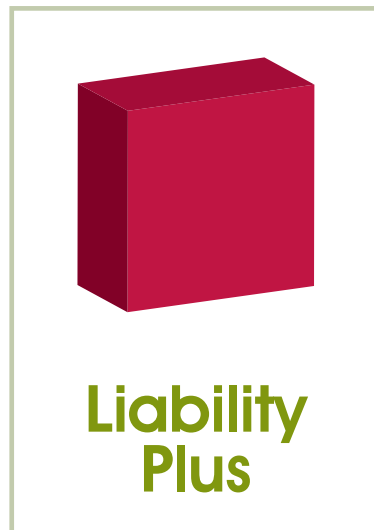


Policy Summary



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

Public Liability

This provides cover in respect of all sums (including Legal Costs and Solicitor's Fees) for which you become legally liable to pay as damages in respect of accidental:-

- Injury to any person
- Damage to material property
- Trespass, nuisance or interference with any easement, right of way, light or water

within the Territorial Limits for the limit of indemnity stated in the Schedule.

The Limit of Indemnity any one occurrence is stated in the Schedule, other than terrorism where the limit of indemnity is £2,000,000 or the limit of indemnity stated in the Schedule, whichever is the lower.

Extensions

- Defective Premises Act 1972
- Damage to leased or rented premises
- Wrongful arrest
- Contingent motor Liability
- Overseas personal liability

Conditions

- **Application of Heat**
Whenever there is any process involving the application of heat away from the Insured's own premises,
- **Damage to Underground Services**
Before starting any ground work involving digging, drilling, boring, excavation or earth moving operation,

For both of the above the Insured needs to adhere to the precautions contained in the Policy Wording or cover will not apply

Exclusions

- Injury to Employees
- Damage to Property in the custody or control of the Insured
- Libel, Slander and Intellectual Property
- Products Liability
- Non-performance or delay
- Contractual Liability
- Internet or Cyber Liability
- Manual work in North America
- The first £250 (increasing to £500 in Northern Ireland or as stated in the Schedule or amended by endorsement) in respect of accidental damage to Property

Products Liability

This provides cover in respect of all sums (including Legal Costs and Solicitor's Fees) for which you become legally liable to pay as damages in respect of accidental

- Injury to any person
- Damage to material property

Extensions

- Consumer Protection Act 1987 (legal costs)
- Defective Premises Act 1972 (legal costs)

Exclusions

- Injury to Employees
- Libel, Slander and Intellectual Property
- Contractual Liability
- North American Exports
- The first £250 (increasing to £500 in Northern Ireland or as stated in the Schedule or amended by endorsement) in respect of accidental damage to Property

Employers Liability

This provides cover in respect of all sums for which you become legally liable to pay as damages in respect of an Injury sustained by an Employee.

Standard Limit of Indemnity - £10,000,000 (restricted to £5,000,000 in respect of Terrorism)

Exclusions

- Working offshore
- Injury as a motor vehicle passenger

Optional Covers

The following can only be insured with Public Liability. If Public Liability is cancelled mid-term then all Optional covers will be cancelled from the same effective date

Tools and Trade Materials

This provides cover in respect of:-

- Damage to tools of the Business and business equipment the property of the Insured or employees or hired (where the Insured or employee is responsible) under a written contract of hire) including whilst in transit.
- Business goods being the property of the Insured or held by the Insured in trust or on commission being carried by the Insured's motor vehicle.

Limits of Indemnity

Our liability under this Section shall not exceed:

- £1500 any one item.
- £1500 any one occurrence

Unless a higher Sum Insured is specified in the Schedule

Conditions

• Unattended Vehicle/Building

When any vehicle or building is left unattended security measures as contained in the Policy Wording must be adhered to or cover will not apply.

Extensions

- Removal of Debris Extension.
- Clothing and personal effects.

Exclusions

Excluded Property;

- 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 or undergoing maintenance, repair, restoration or testing;
- computer records;
- money;
- livestock;
- precious stones, bullion, gold or silver articles and jewellery;

Excluded Causes;

- Theft from any unattended motor vehicle and/or trailer between the hours of 20:00 and 07:00 unless the precautions as contained in the Policy Wording are adhered to.

Excluded Amounts

- In respect of each and every claim You shall be responsible for the first
 - o £200 in respect of loss of or damage to computers or to computer equipment accessories, parts or software and
 - o £100 in respect of all other losses.

Terrorism

This provides cover in respect of Damage to Tools and Trade Materials if insured in the Schedule in Great Britain caused by an Act of Terrorism.

Limit of Liability

If the Insurer alleges that any claim hereunder is not covered or is covered only up to a limit of liability as stated in the Schedule the burden of proving that such claim is covered shall be upon the Insured.

Conditions

Cover is subject to all limits, terms, conditions and exclusions of this Policy except that the following shall not apply:

- any terms in the Policy which provide for adjustments of premium based upon declarations on expiry or during the period of insurance.
- any extension of premises to locations outside England and Wales and Scotland.
- any General or Section Exclusions elsewhere in this Policy (other than those stated as Section 5 Exclusions).

Exclusions

- Chemical, biological or radioactive contamination.
- Riot, civil commotion, war risks.
- Phishing

General Conditions

• Precautions

You shall take all reasonable precautions to avoid, prevent or minimize any injury to employees, third parties or damage to the property of others or to prevent the sale or supply of products which are defective in any way.

General Policy Extensions

- Indemnity to other Persons
- Cross Liabilities
- Health and Safety at Work legal Defence Costs
- Compensation for Court Attendance Costs
- Corporate Manslaughter and Corporate Homicide Act 2007 prosecution Defence Costs
- Temporary Employees are covered to a maximum of 50 man-days worked in any one period of insurance. (This extension does not apply to Public Liability if the Insurance by that Section is not operative).

General Policy Exclusions

- Radioactive Contamination (not applicable to Employers Liability)
- War Risks
- Terrorism
- Pollution
- Asbestos
- Hazardous Locations
- Hazardous Work

Insurer

This policy is underwritten by Thistle Underwriting acting in an underwriting capacity on behalf of Covea Insurance plc

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.

You will need to return your certificate of insurance to your broker.

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

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

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

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

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

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

