

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

Contents

The Cover

Cover for contents and stock in trade following damage caused by:

- Fire, explosion, lightning, earthquake, storm, flood, escape of water, impact, leakage of oil, theft, riot, civil commotion, strikes, locked out workers, persons taking part in labour disturbances, malicious persons and accidental damage.

Extensions included as standard

- Glass breakage and damage to premises glass frontage
- Accidental damage to signs up to £1,000.
- Goods in transit up to £5,000 (optional increase available).
- Cost of replacing locks following theft of keys up to £1,000.
- Loss of money in transit and in your premises up to £5,000 (optional increase available).
- Theft of keys up to £1,000.
- Deterioration of chilled contents up to £3,000 (optional increase available).
- Accidental damage to cash registers and scales.
- Automatic 25% seasonal increase of the stock Sum Insured.
- Cover for stock and contents whilst providing outside catering up to £2,000.
- Loss of metered water up to £2,500.
- Removal of debris.
- Temporary removal of contents for cleaning, renovation, repair up to 15% of the Sum Insured.
- Cover for stock and contents whilst at exhibitions, up to £2,000.
- Damage to lottery equipment.
- Damage to landscaped gardens caused by the emergency services.
- Trace and access up to £2,500.
- Theft damage to buildings for which you are responsible as tenant.

Conditions

- Sums Insured subject to index linking.
- Reinstatement of Sum Insured following loss.
- All stock in any cellar or basement must be placed on racks at least 150mm above floor level.
- All flat roofs must be inspected every 2 years by a competent roofing contractor.

Exclusions

- The excess(es) as stated in the Schedule.
- Change in water table level.
- Loss or damage caused by wet or dry rot, rust, corrosion or other wear and tear.
- Various exclusions apply to vacant or disused premises.
- Faulty or defective design, materials, handling or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration, wear and tear or frost.
- Acts of fraud or dishonesty.
- Disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
- Mechanical or electrical breakdown of machinery or equipment.
- Any process of cleaning, repairing, restoring, cutting, preparation or fitting.
- Landlord's fixtures and fittings.
- Motor vehicles and their accessories.
- Weather damage to moveable property in the open.
- Property more specifically insured.

Business Interruption

The Cover

Cover for losses caused by interruption to your business following damage or loss to insured property where that property is covered under the Contents and/or Buildings Section.

- Loss of business income up to £500,000 (optional increase available).
- Additional expenses.
- Up to 2 years indemnity period.

Extensions included as standard

- Murder, suicide or disease.
- Denial of access.
- Unspecified suppliers and unspecified customers, up to £50,000.
- Failure of public supply up to £100,000.
- Transit, up to £2,500.
- Loss of attraction up to £50,000.
- Loss of rent receivable up to £10,000.

Conditions

- Reinstatement of Sum Insured following a loss.

Exclusions

- Exclusions as shown under the Contents and/or Buildings Section.
- The deliberate act of the electricity supplier restricting the supply.

Legal Liabilities

Employers Liability

The Cover

Cover for your legal liability, including damages and claimants costs and expenses, for injury or disease to employees arising out of and in the course of your business within the territorial limits and during the period of insurance up to the limit of liability stated in the Schedule.

Extensions included as standard

- Unsatisfied court judgements.
- Health and Safety at Work Act 1974.

Exclusions

- Offshore work.
- Road traffic legislation.
- Any loss resulting from the inhalation of asbestos.

Public and Products Liability

The Cover

Cover for your legal liability, including damages and claimants costs and expenses, for accidental injury to third parties or damage to their property arising out of and in the course of your business within the territorial limits and during the period of insurance up to the limit of indemnity stated in the schedule.

However, the limit of indemnity is the maximum amount payable in respect of all liability arising out of goods or products sold or supplied in total in any one period of insurance.

Extensions included as standard

- Cross liabilities if the Insured comprises more than one party all shall be indemnified.
- Contingent motor liability.
- Tenants liability.
- Overseas personal liability if the Insured is temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- Consumer Protection and Food Safety Acts.
- Defective Premises Act 1972.

Exclusions

- Manual work away from your premises (other than collection or delivery and outside catering).
- Any loss resulting from the use of watercraft, aircraft or mechanically propelled vehicles.
- Professional negligence, wrongful or inadequate treatment, examination, prescription or advice given.
- Loss due to product recall or modifying any product.
- Pollution or contamination.
- Goods known to be for use in the United States of America or Canada.
- Liability assumed by agreement which would not have attached in the absence of such agreement.

Extensions to all the above Legal Liabilities included as standard

- Corporate Manslaughter and Corporate Homicide Act 2007.
- Compensation for court attendance.
- Health and Safety at Work Act 1974.

Exclusions to all the above Legal Liabilities

- Punitive and exemplary damages.
- Liquidated damages, fines or penalties.

OPTIONAL COVERS

Buildings

The Cover

Cover for buildings following damage caused by:

- Fire, explosion, lightning, earthquake, storm, flood, escape of water, impact, leakage of oil, theft, riot, civil commotion, strikes, locked out workers, persons taking part in labour disturbances, malicious persons and accidental damage.
- Subsidence (optional).

Extensions included as standard

- Damage to cables and underground pipes.
- Architects and surveyors fees.
- Removal of debris.
- Capital additions.
- Additional costs of complying with European Community legislation and Public Authorities regulations following damage.

Conditions

- Reinstatement of Sum Insured following a loss.
- Index linking.
- All flat roofs must be inspected every 2 years by a competent roofing contractor.

Exclusions

- The excess(es) as shown in the Schedule.
- Loss or damage attributable solely to change in water table level.
- Loss or damage caused by wet or dry rot, rust, corrosion or other wear and tear.
- Various exclusions apply to vacant or disused premises.
- Damage caused by or happening through faulty or defective design, materials, handling or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration, wear and tear or frost.
- Acts of fraud or dishonesty.
- Normal settlement or bedding down of new structures.
- Any process of cleaning, repairing, restoring, cutting, preparation or fitting.
- Weather damage to moveable property in the open.

All Risks on Specified Business Equipment

The Cover

Cover for specified items anywhere within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and for up to fourteen consecutive days elsewhere in the world.

Exclusions

- The excess as stated in the Schedule.
- Any property otherwise insured.
- Loss or damage arising from wear and tear, any process of cleaning, dyeing, restoring, adjusting or repairing.
- Loss or damage caused by light or atmosphere, moths, parasites, vermin, corrosion, dampness, marring, scratching, bruising or deterioration.
- Cracking, scratching or breakage of glass or other brittle materials.
- Loss by official confiscation or detention.
- Loss or damage by theft from an unattended vehicle, unless all security measures are operating as per Policy wording.

Book Debts

The Cover

Cover for outstanding debts where business accounts are lost due to damage as defined under the Contents and/or Buildings Section.

Conditions

- Reinstatement of Sum Insured following a loss.

Exclusions

- Mislaying or misfiling of records and tapes.
- The deliberate act of the public supply undertaking in restricting or withholding electricity supply.
- Bad debts, errors and omissions, alteration or concealment, unexplained disappearance.
- Failure of electronic or mechanical accounting systems or storage media.
- Failure to keep business books or records.
- Failure to keep a duplicate record in a building separate from that in which the working record is kept.

Loss of Licence

The Cover

- Loss of licence for the sale of excisable liquors from causes beyond your control giving rise to reduction in:
 - o gross profit
 - o the value of the premises.
- Costs and expenses incurred by you with our consent.
- Accountant's charges.

Conditions

- Alternative trading.

Exclusions

- Any loss where you are entitled to compensation under any legislation or by-law.
- If alteration permission is not granted.
- Closure if not required by law.
- If the premises are not maintained in a good state of sanitary condition or repair.
- Any direction or requirement of the licensing or other authority is not complied with.
- Forfeiture or failure to renew due to your misconduct, neglect or failure to keep the licence in force.
- Non-renewal of the licence where you had been told that the licence would not be renewed due to town or country planning decisions.

Equipment Breakdown

The Cover

- Cover for breakdown, explosion and collapse and operator error in respect of covered equipment consisting of boilers, lifts, air-conditioning, computers and electronic equipment up to £5,000,000.
- Computers including cover for reinstatement of data and increased cost of working up to £250,000.
- Business Interruption up to £30,000.

Extensions included as standard

- Hazardous Substances £10,000
- Computer Equipment £250,000
- Portable Computer Equipment £5,000
- Reinstatement of Data £25,000
- Increased Costs £25,000
- Business Interruption £30,000
- Public Authorities Included
- Expediting Expenses £20,000
- Hire of a substitute Item £5,000

- Storage Tanks or Contents £7,500
- Loss Avoidance Measures £5,000
- Damage to surrounding property £1,000,000
- Repair investigation Costs £25,000
- Loss of Interest £25,000

Conditions

- Back up of records at least every 7 days.

Exclusions

- Process or production machinery.
- Equipment used for research, diagnostic, experimental and medical or scientific purposes.
- The first £250 of each and every loss

Terrorism

The Cover

Damage caused to buildings and/or contents, stock in trade or Business Interruption and book debts (if selected) caused by acts of terrorism, certified as such by Her Majesty's Government or Her Majesty's Treasury.

Conditions

- We will not indemnify you under this Extension unless and until the Treasury issues a certificate certifying that any loss was caused by an act of terrorism.
- Cover only applies for premises in England, Scotland or Wales.

Exclusions

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

Personal Accident

The Cover

Compensation up to £5,000 payable for injury resulting in:

- Death occurring within 2 years of the event giving rise to Injury
- Total loss or permanent total loss
- Total and irrecoverable loss of
 - a) all sight in one or both eyes,
 - b) speech or,
 - c) hearing
- Permanent Total Disablement (other than specified in 2-3 above) .

Conditions

Persons insured (principals, partners or directors) must be aged not less than 16 years or more than 70 years.

Exclusions

Compensation will not be payable under more than one of the injuries covered.

Legal Expenses

This Section is underwritten independently of the main Thistle Underwriting Policy to which the Legal Expenses wording is attached.

DAS Legal Expenses Insurance Company Limited ('DAS') is the underwriter and provides the legal protection insurance. The legal advice service is provided by DAS Law Limited and/or a Preferred Law Firm on behalf of DAS.

DAS Head and Registered Office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales, number 103274. Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL. Registered in England and Wales, number 5417859. Website: www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

The Cover

Legal costs, subject to specific limits, for all the clauses stated below:

- Employment disputes and compensation awards.
- Legal defence.
- Statutory licence protection.
- Contract Disputes (the amount in dispute must exceed £500 (including VAT), but does not exceed £5,000 (including VAT)).
- Debt recovery.
- Property protection
- Personal injury.
- Tax protection.

Conditions

- All conditions in respect of the conduct of a claim as stated in the Policy must be adhered to.

Exclusions

- Any claim reported more than 180 days after the date the insured person should have known about the insured incident.
- Costs and expenses incurred before the written acceptance of a claim.
- Fines, penalties, compensation or damages which the insured person is ordered to pay by a court or other authority.
- Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- Any claim relating to franchise or agency agreements entered into by the Certificate holder.
- Any claim relating to shareholdings or partnership share.
- Judicial review.

Helpline Services

- Legal Advice
- Tax Advice
- Employment Manual

Insurer

This policy (excluding Legal Expenses) 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.

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.

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

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

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

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

