

Commercial Combined Insurance Policy Summary of Cover

About this document

This document provides the key information about the Faraday Commercial Property Insurance Policy. It is a summary only and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you read the policy, schedule and any endorsements carefully.

Name of the Insurer: Faraday Underwriting Limited on behalf of Syndicate 435 at Lloyd's.
Duration of Policy: The policy will remain in force for 12 months or as otherwise shown on your policy schedule.

Material Damage (section 1)

What is covered

Damage to the property insured at the premises.

What you are covered for (if specified in your policy schedule): Loss or damage resulting from

- Fire, lightning, earthquake or explosion;
- Aircraft or other aerial devices or articles dropped therefrom;
- Riot, civil commotion, strikers, locked out workers, or persons taking part in labour disturbances;
- Malicious persons;
- Storm, flood or escape of water from any tank apparatus or pipe or sprinkler system;
- Impact or falling trees;
- Escape of fuel from any fixed oil installation;
- Theft or attempted theft.

Additional cover included as standard

- Professional Fees incurred in reinstating or repairing the Property;
- Temporary removal of documents and Computer System Records up to £50,000;
- Property whilst temporarily removed for cleaning renovation or repair up to 10% of the Sum Insured figure for Trade Contents Machinery and Plant;
- Removal of debris / dismantling and shoring up costs;
- Damage in respect of underground pipes and cables up to 10% of the sum insured;
- Customers goods in care custody and control;
- Accidental discharge of water from the water metered system up to £2,500;
- Damage to documents and Computer System Records up to £5,000;
- Damage to patterns, models, moulds, plans and designs up to £5,000;
- Damage to rare books and works of art up to £2,000 any one item and £10,000 any one claim
- Unauthorised use of utilities up to £10,000 in the policy period;
- Damage to other contents including trade samples, wines spirits and tobacco (for private entertainment purposes), personal belongings up to £500;
- Additional costs in complying with legislation up to full Sum Insured figure or a limit of 15% for undamaged portions;
- Damage to buildings in the course of erection up to 10% of the total sum insured or £250,000 whichever the lower amount;
- Costs in respect of clearing and cleaning of drains, gutters and sewers;
- Costs and expenses in replacing refilling or recharging extinguishing equipment up to £2,500;
- Costs for changing locks up to £2,500.

Special Extensions to cover (by request)

- Accidental Damage
- Glass
- Subsidence
- Day One (Non-adjustable) basis of settlement

Summary of key exclusions and conditions

- No cover for damage to gates, fences or moveable property in the open caused by wind, rain, hail, sleet snow or flood
- No cover for damage or theft whilst the building is unoccupied for more than 30 days unless otherwise agreed;
- No cover for damage caused by building works unless otherwise agreed;
- No cover for theft from yards, open sided buildings, or other open spaces unless otherwise agreed;
- No cover for theft from an Unattended Vehicle unless such vehicle is in a secured locked building, or a compound with secured walls and fences and secured gates or where the vehicle is not secured and the Property is not concealed from view.

Money and Assault (section 2)

What is covered	Additional cover included as standard	Summary of key exclusions and conditions
• Loss or damage to money or Non-negotiable Monetary Instruments whilst: in Transit or bank night safe; on contract sites; at your or Your Employees homes; on the premises during Business Hours and outside of Business Hours either in or out of a locked safe.	• Cost of repair, replacement to any personal belongings up to £100 per item and £500 in all or to any safe or strong room; • Compensation for Physical Bodily Injury following theft, attempted theft, violence or the threat of violence up to £25,000.	• Loss of Money from Unattended Vehicles; • Loss of Money from any vending or gaming machine unless specified in the schedule; • Compensation for a pre-existing defect infirmity illness or disease.

Property in Transit (Section 3)

What is covered	Additional cover included as standard	Summary of key exclusions and conditions
• Loss or damage to property whilst in transit	• Cover for sheets, ropes, chains, toggles and packing materials; • Damage to you, your drivers any or any of your employees' personal effects up to £250; • Tools; • Debris removal, site clearance, transshipment and recovery charges in the event of collision, overturning or impact of any vehicle up to £5,000.	• Tools and personal effects that are stored for more than a 14 day period; • Theft from an unattended vehicle between 21.00 and 06.00 unless the vehicle is in a secure location • Property, tools or Personal Effects that are not concealed from view • Audio or visual equipment mobile phones or tablets • Non-ferrous metals in scrap or ingot form • Money

Deterioration of Stock (Section 4)

What is covered	Summary of exclusions and conditions
• Damage caused by deterioration or contamination of food whilst contained in a refrigeration unit.	• Failure of units over 10 years old; • Any interruption to the supply of electricity that does not exceed 8 consecutive hours; • Refrigeration units must be maintained under an annual maintenance contract; • A condemnation certificate needs to be obtained where damage has occurred.

All risks to Business Equipment (Section 5)

What is covered	Summary of exclusions and conditions
Damage to business equipment not covered under Section 1 Material Damage.	- No cover where the business equipment is left in an unattended vehicle and not concealed from view; - No cover where carried as hand luggage.

Business Interruption (Section 6)

What is covered

- Loss of gross profit or gross revenue following interruption or interference caused by damage covered under this Policy.

Additional cover included as standard

- Declaration linked basis allowing for an uplift of 133.33% of the estimated gross profit or estimated gross revenue figure;
- Loss of gross profit, gross revenue or an increased cost of working due to prevention of access to the premises following damage to property within 250 metres of the premises up to £100,000;
- Loss of gross profit, gross revenue or an increased cost of working due to damage at your electricity, gas or water supplier up to a maximum of £25,000

Special Extensions to cover (by request)

- Additional increased cost of working;
- Loss of gross profit, gross revenue or an increased cost of working due to a loss at a direct first tier customers Premises up to a maximum of £25,000
- Loss of gross profit, gross revenue or an increased cost of working due to murder, suicide, vermin or sanitary defect at the premises up to a maximum of £25,000
- Rent receivable where any building owned by you becomes unfit for occupation.

Summary of key exclusions and conditions

- No cover where the prevention of access or cessation of supply is less than 8 consecutive hours;

Book Debts (Section 7)

What is covered	Additional cover included as standard
Monetary loss that you are unable to trace or establish as a result of damage to your books of accounts or record.	Cover for professional accountant's charges for producing information required to investigate any claim or confirming the information in accordance with your business books.

Loss of Licence (Section 8)

What is covered

- Loss of gross income and additional expenses incurred during the indemnity period as a result of forfeit, suspension or withdrawal of your licence to sell excisable liquors at the premises
- for the reduction in value of the Premises if You are unable to obtain a licence for a period of twelve months from the date of forfeiture, suspension or withdrawal of the licence and You sell the Premises

Additional cover included as standard

- Reduction in value of the premises if you are unable to obtain a licence for a period of twelve months from the date of forfeiture suspension or withdrawal of the licence

Summary of key exclusions and conditions

- No cover for any payment or compensation you are entitled to under any legislation or Bye-law
- No cover for alterations to the premises requiring the consent of the licensing or other authority
- No cover where the closure is not required by law, or where the premises are not being maintained in a good state of sanitary condition or repair
- No cover where the direction or requirement of the licensing or other authority is not complied with
- No cover where the loss or refusal to renew the licence occurs wholly or partly by or through your misconduct, procurement, connivance, neglect or omission, or by any mission by YOU to take any steps necessary to keep the licence in force

Sections 9 Employers Liability and Section 10 Public Liability

What is covered

- **Employers liability cover** and associated costs and expenses up to the limit of liability stated in your policy schedule. **Public liability cover** up to the limit of liability stated in your policy schedule and associated costs and expenses

Additional cover included as standard

- Public liability extensions: Motor vehicle and tool of trade risk; Motor contingent liability; Movement of obstructing vehicles; Defective Premises Act; Leased or rented premises; Overseas personal third party liability; Data Protection Act.

Sections 11 Products liability

What is covered

- **Product liability cover** up to the limit of liability stated in your policy schedule and associated costs and expenses.

Additional cover included on request

- 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

General Extensions to Sections 9 – 11 Liability

- 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.
- 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.

Significant Exclusions or Limitations applicable to Sections 9 – 11 Liability only

- **Right of recovery** (applicable to Section 9). 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.
- **Defective Workmanship** (applicable to Sections 10 and 11. 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.
- **US and Canada** (applicable sections 9-11). 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.
- **Professional advice (applicable to Sections 10).** There is no cover for loss arising from professional advice given by you for a fee.
- **Offshore and Terrorism (applicable to all Sections).** Conditions apply to section 1.

- **Contractual liability (applicable to Sections 10 and 11).** Any liability which is assumed by you by agreement unless such liability would have attached in the absence of such agreement.
- **Insulating Materials (applicable to Section 11).** There is no cover for any cost or expense arising from any work involving the use of insulating material or solar panels after their installation in connection with any government or local authority sponsored energy efficiency or energy saving schemes.
- **Data Protection (applicable to Section 11).** There is no cover for: legal or regulatory fines, penalties, sanctions of any kind; deliberate acts, omissions; cost of replacing, reinstating, rectifying or erasing any personal data or the costs of reporting any personal data breach or responding to any investigation by any regulatory body or any criminal investigation or persecution or notifying data subjects of any personal data breach; any incident or circumstances known to you at the start of the policy which could give rise to a claim; the recording, processing or provision of data for reward or determining the financial status of a person; contractual liability; financial loss of any kind (other than damages for distress suffered as a result of a personal data breach; injury to any person or damage.

Significant conditions /exclusions applicable to whole policy

There are a number of conditions and exclusions applying to the whole policy. These are included within the General Conditions and General Exclusions sections of the Policy:

- **Excess.** Details of the excess under each section are provided in your policy Schedule.
- **Maintenance and safety.** You must comply with current gas safety regulations and laws.
- **Building works.** You must inform us prior to the commencement of any building works.
- **Use of heat.** You and your contractor(s) must take adequate precautions.
- **Security protections.** Whenever the premises are closed for business or left unattended all security devices must be properly fitted and in full operation.
- **Protection Maintenance.** Any alarm system must be professionally maintained.
- **Fire Appliance Maintenance.** You must maintain all fire extinguishing appliances contained at the Premises in full working order and notify us of any disconnection or failure of the automatic fire alarm installation which is likely to leave any area without protection for 12 hours or more.
- **Automatic sprinkler installation.** You must take all reasonable steps to prevent frost and other damage to the automatic sprinkler installation(s) and give us notice when any changes, repairs or alterations to the automatic sprinkler installation(s) are proposed.
- **Unattended machinery and plant.** You must ensure that machinery and plant designed for the purpose of manufacturing or finishing is not operating when the premises are left unattended.
- **Unoccupied Premises.** You must notify us as soon as you become aware that the buildings are due to become unoccupied for a period in excess of 30 days. You must also meet a number of other related security requirements when leaving the premises unoccupied for longer than 30 days.
- **Loss of data.** There is no cover for loss of data as a result of computer virus.
- **Cyber Liability (applicable to Sections 10 and 11).** There is no cover for any loss, damage, liability, claim, fine, penalties, cost or expense of whatsoever nature directly or indirectly caused by contributed to by, resulting from, arising out of or in connection with any: 1) Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or 2) Loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data; where such loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss of, or theft of any Data is directly or indirectly caused by contributed to by, resulting from, arising out of or in connection with a Cyber Act or Cyber Incident. Regardless of any other cause or event contributing concurrently or in any other sequence thereto. However this exclusion shall not apply to in respect of any actual or alleged liability for and/or arising out of: a) any ensuing injury; or b) any ensuing physical damage to property; resulting from or arising out of a **Cyber Incident** or a **Cyber Act**. Nothing contained in the foregoing shall provide coverage for any action taken in controlling preventing suppressing or remediating a Cyber Incident or a Cyber Act. This exclusion shall not apply to the Data Protection Extension under Section 2 of this Policy.
- **Asbestos.** There is no cover for loss or damaged caused by the manufacture, storage or handling of asbestos, or materials containing asbestos. Under sections 1-8 this exclusion will not apply to asbestos physically incorporated in buildings insured subject to it having been damaged by one of the insured perils. Under section 10, the exclusion does not apply to the accidental discovery of asbestos, provided that it is handled and removed by qualified sub-contractors.

- **Data Protection (applicable to Section 10).** There is no cover for: legal or regulatory fines, penalties, sanctions of any kind; deliberate acts, omissions; cost of replacing, reinstating, rectifying or erasing any personal data or the costs of reporting any personal data breach or responding to any investigation by any regulatory body or any criminal investigation or persecution or notifying data subjects of any personal data breach; any incident or circumstances known to you at the start of the policy which could give rise to a claim; the recording, processing or provision of data for reward or determining the financial status of a person; contractual liability; financial loss of any kind (other than damages for distress suffered as a result of a personal data breach; injury to any person or damage.
- **Communicable Disease Exclusion (Sections 1 – 8 only).** There is no cover for any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by or arising from infectious disease or human contagious disease.
- **Communicable Disease Exclusion (applicable to Section 10 and 11).** There is no cover for any liability for injury, loss or damage or any associated costs or expenses, or any fines or penalties or any other amount directly or indirectly caused by or arising from: 1) Coronavirus (COVID-19) (the disease caused by SARS-CoV-2); 2) Other disease caused by any mutation or variant of SARS-CoV-2; 3) Any novel infectious disease caused by a newly identified agent; or, 4) A threat, fear or likelihood of infection from any of the above or measures taken to prevent the spread of any of the above. This includes claims involving quarantine, whether self-imposed, recommended by a medical professional or imposed by government or public authority.

Claims control

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.

Cancellation rights

You have a right to cancel your policy within 14 days from the day of purchase or the day on which you receive your policy or the renewal documentation, whichever is the later. If you wish to cancel, you will be entitled to a refund of the premium paid, less a proportional deduction for the time for which we have provided cover.

We can cancel this insurance at any time by giving you fourteen (14) days' notice in writing. We will only do this for a valid reason. You can also cancel at any time throughout the term of your policy. 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.

How to make a claim

If You need to report a claim or an incident that may result in a claim please contact Choice Insurance Agency Ltd, whose contact details are shown in Your policy schedule.

Complaints

If you have any questions or concerns about your policy or the handling of a claim You should, in the first instance, contact Choice Insurance Agency Ltd, whose contact details are shown in Your policy schedule. In the event that you remain dissatisfied and wish to make a complaint, You can do so at any time by referring the matter either to us at:

Complaints Manager, Faraday Underwriting Limited, 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 Fax: 0207 327 5225
E-mail: complaints@lloyds.com Website: www.lloyds.com/complaints

If You remain dissatisfied after we have considered Your complaint, You may have the right to refer Your complaint to the Financial Ombudsman Service.

If you have bought your insurance online, you can also register your complaint with the Online Dispute Resolution website, which has been set up by the European Commission:

Faraday Underwriting Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered Office Corn Exchange, 55 Mark Lane, London EC3R 7NE Registered no. 1682486

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we are unable to meet its obligations to you under this policy. If you are entitled to compensation under the scheme, how much compensation you would receive would depend on the nature of this policy. You can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website at www.fscs.org.uk.