

# Summary of Cover

# Shop Policy Summary of Cover

## Purpose of this Document

The purpose of this document is to provide you with a summary of the cover available under your Shop insurance policy which is designed to provide cover for you as owners and/or operators of retail premises. The information provided is "Key Information" you should read, it does not contain the full terms, conditions & exclusions. These are detailed in the policy wording, including the schedule. You should review your policy regularly to ensure that it meets your requirements, in the event that it does not meet your requirements you should advise your insurance advisor without delay.

## Policy Sections

Section A - Buildings

Section B - Contents

Section C - Business Interruption

Section D - Money

Section E - Frozen Food

Section F - Loss of Licence

Section G - Book Debts

Section H - Liability

## About the Insurer(s)

Sections A-G: Underwritten by AmTrust Europe Limited, whose registered office is at Market Square, St. James's Street, Nottingham, NG1 6FG United Kingdom (01229676). The Insurer is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, financial services number 202189. These details can be checked on the Financial Services Register by visiting [www.fca.org.uk](http://www.fca.org.uk)

Section H of this Policy is underwritten solely by Ascot Syndicate 1414 at Lloyd's. Syndicate 1414 at Lloyd's is managed by Ascot Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Reference Number 206658). Registered in England and Wales No. 04098461. Registered Office: 20 Fenchurch Street, London, United Kingdom EC3M 3BY

This policy is arranged by Commercial Express Quotes Limited who act as agent of the Insurers.

Commercial Express Quotes Limited is registered in England and Wales under company number 03862468 and is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 311067. Registered office B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH.

## Period of Insurance

The period specified in the schedule and any additional period agreed by underwriters as provided in any endorsement, or until cancelled.

The Cover Available	Exclusions
<p><b><u>Buildings</u></b> - If during the period of insurance an item of buildings at the premises sustains damage due to an insured event, then following a valid claim we will pay you:</p> <p>i) the cost of reinstatement of the buildings provided that reinstatement or replacement takes place in accordance with the “reinstatement conditions” as detailed within the policy section, or if the buildings is an individual flat, forming part of a block, we will pay to reinstate the damaged buildings belonging to you in accordance with the reinstatement conditions but we will not pay for any damage to common parts other than those parts owned by you or for which you are individually legally responsible.</p> <p>ii) Where reinstatement or replacement of the buildings does not take place in accordance with (i) above for any reason the “alternative basis of settlement condition” as detailed within the policy wording, will apply.</p> <p>The Insured Events are:</p> <p>Fire Lightning Explosion Aircraft or other aerial devices Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons Theft or attempted theft Earthquake Storm or flood Overflowing, discharge or leaking of any sprinkler apparatus Escape of water or oil from any tank, apparatus or pipe Impact by any road vehicle or animal not belonging to you or under your control, falling trees, branches and falling aerials</p> <p><u>Optional insured events (operative only if stated in your schedule)</u></p>	<ul style="list-style-type: none"> <li>- Damage arising from confiscation, requisition or destruction by order of the government of any public authority or arising from cessation of work;</li> <li>- The amount of the excess stated in the schedule</li> <li>- Loss of market, consequential loss of any and every description;</li> <li>- Damage to any property insured directly or indirectly caused or contributed by: <ul style="list-style-type: none"> <li>i) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidisation, rot, mould or mildew, inherent vice (a quality in property that causes it to damage or destroy itself), unless resulting from damage not otherwise excluded;</li> <li>ii) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, scratching or denting unless resulting from damage not otherwise excluded;</li> <li>iii) change in climatic or atmospheric conditions or in water table levels;</li> <li>iv) theft, wind, rain, hail, sleet, snow, storm, flood or dust damage to movable property in the open, fences and gates, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts, squash courts, greenhouses and outbuildings;</li> <li>v) infidelity or dishonesty by you or any of your employees or other persons to whom property insured may be entrusted;</li> <li>vi) any unexplained loss or loss or shortage disclosed on taking inventory, misfiling or misplacing of information;</li> <li>vii) theft or attempted theft: <ul style="list-style-type: none"> <li>a) unless accompanied by forcible and/or violent entry into or exit from the building or involving violence or the threat of violence</li> <li>b) if damage is caused when the buildings are occupied by asylum seekers;</li> </ul> </li> <li>viii) any undamaged part or item forming part of a set;</li> <li>ix) Damage to: <ul style="list-style-type: none"> <li>a) property or structures in course of construction or erection and materials or supplies in connection with all such property, and</li> <li>b) land, roads, piers, jetties, bridges, culverts or excavations.</li> </ul> </li> </ul> </li> </ul>
<p>Subsidence</p> <p>Accidental Damage</p>	<ul style="list-style-type: none"> <li>- Damage caused by or resulting from the settlement or movement of made up ground or coastal or river or watercourse erosion</li> <li>- Damage caused by solid floor slabs moving, unless the foundations beneath the outside walls of the buildings are damaged at the same time and by the same cause;</li> <li>- Damage to walls, gates, fences, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts &amp; squash courts or service tanks unless the buildings were damaged at the same time and by the same cause;</li> <li>- normal settlement or bedding down of new structures;</li> <li>- Faulty or defective design materials or workmanship, inherent vice, gradual deterioration wear tear or frost;</li> <li>- Explosion occasioned by the bursting of a boiler (not used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under your control;</li> </ul>

<p><u>Extensions to buildings section</u> This Section is extended to include:</p> <p>Underground services – accidental physical damage to underground pipes services and cables at the premises.</p> <p>Trace and access – the costs necessarily incurred in locating the source and subsequent making good of damage resulting from the escape of water from any tank, apparatus or pipe or accidental damage to cables, underground pipes and drains serving the building.</p> <p>Rent receivable – where the building becomes uninhabitable we will pay you the amount by which the rent receivable falls short of the rent which would have been received during the same period had the damage not occurred.</p>	<ul style="list-style-type: none"> <li>- Damage caused by collapse or cracking of the buildings;</li> <li>- Corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, change in colour, flavour, texture or finish, vermin, insects or scratching;</li> <li>- Disappearance, misfiling or misplacing of information;</li> <li>- Cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and or the failure of welds of boilers;</li> <li>- Mechanical or electrical breakdown or derangement of machinery or equipment;</li> <li>- Bursting overflowing discharging or leaking of water tanks apparatus or pipes occurring whilst the whole of the buildings are unoccupied</li> <li>- Damage to property as a result of its undergoing any process;</li> <li>- Damage to vehicles licensed for road use (including accessories thereon), caravans, trailers, railway, locomotives or rolling stock, water craft or aircraft;</li> <li>- Damage caused by tearing or fouling or chewing by animals;</li> <li>- Damage of more than £5,000.</li> </ul> <ul style="list-style-type: none"> <li>- More than £2,500 in any one period of insurance</li> </ul> <ul style="list-style-type: none"> <li>- Savings in respect of expenditure payable out of rent receivable which reduces or ceases as a result of the damage.</li> </ul>
<p><b>Contents</b> - If during the period of insurance an item of trade contents, stock or household goods at the premises sustains damage due to an insured event, then following a valid claim we will pay you:</p> <p>(i) Trade contents</p> <p style="padding-left: 20px;">a) the cost of replacing the item as new, or</p> <p style="padding-left: 20px;">b) pay the cost of repairing any item</p> <p>(ii) Stock – the cost price of the goods to you</p> <p>(iii) Household goods - the cost of repair or replacement as new other than for clothing and soft furnishings for which a deduction for wear, tear and depreciation will be made.</p> <p>Provided that the sum insured is at least equal to replacing all items under this section, otherwise you will be considered as being your own insurer for the difference and will bear a rateable share of the loss accordingly.</p> <p>For the insured events refer to the building section summary.</p>	<ul style="list-style-type: none"> <li>- Consequential loss of any kind or description;</li> <li>- Damage caused by inherent vice (a quality in property that causes it to damage or destroy itself), gradual deterioration, wear and tear, frost, change in water table level, faulty or defective design or materials; or faulty or defective workmanship, operational error or omission on behalf of you or any of your employees but this will not exclude subsequent Damage which itself results from an insured event or from any other cause not otherwise excluded;</li> <li>- Damage caused by corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, scratching, vermin or insects; or change in temperature or atmospheric or climatic conditions; or mechanical or electrical breakdown or failure in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates erasure or distortion of information on computer systems or other records but this will not exclude damage which itself results from an Insured Event or from any other cause not otherwise excluded;</li> <li>- Damage from unattended vehicle(s) or trailer(s);</li> <li>- Damage by confiscation or detention by customs or other officials or authorities;</li> <li>- Damage caused by acts of fraud or dishonesty; or unexplained disappearance, misfiling of information; or any process of fitting, testing, servicing, repair, renovation or adjustment;</li> <li>- Theft or attempted theft (this exclusion does not apply to business equipment all risks extension or trade contents item (customer goods) if operative: <ul style="list-style-type: none"> <li>a) unless accompanied by forcible and violent entry into or</li> </ul> </li> </ul>

<p><u>Extensions to Contents section</u></p> <p>This Section is extended to include:</p> <p>Removal of debris - costs and expenses necessarily incurred following damage to the property insured.</p> <p>Locks and keys - costs of replacement locks or lock mechanisms and keys necessary to maintain the security of the premises (including final exit doors for individual flats or apartments for which you are responsible following theft or damage of keys.</p> <p>Architects, surveyors, legal and other fees - costs incurred in the reinstatement of the trade contents following damage</p> <p>Seasonal increase the sums insured for stock only will all be increased by 25% during the months of November and December and the first 14 days of January.</p> <p>Fixed Glass, signs, blinds and canopies - accidental damage to fixed glass, signs, blinds or canopies occurring at the premises including:</p> <ul style="list-style-type: none"> <li>i costs involved in necessary boarding up pending replacement of glass</li> <li>ii any lettering, ornamentation or alarm foil</li> <li>iii damage to contents of display windows, showcases or counters.</li> </ul> <p>Goods in transit - damage to stock whilst in transit anywhere in the United Kingdom including:</p> <ul style="list-style-type: none"> <li>i) damage arising from loading and unloading of vehicles</li> <li>ii) the costs of removal of debris and site clearance following damage</li> <li>iii) the cost of the transfer of property to another vehicle following damage insured</li> </ul> <p>Garden furniture - damage to garden furniture in the grounds of the premises stated in the schedule including theft not involving forcible and violent entry to the premises.</p> <p>Theft damage to buildings - damage to the buildings for which you are responsible caused by theft or any attempt.</p> <p>Loss of metered water - arising from accidental escape from water tanks, apparatus and pipes as a result of damage caused by an insured event.</p> <p>Rent payable - your legal liability as tenant to pay rent for the period not exceeding two years during which the accommodation is un-tenantable.</p> <p>Damage to landscaped gardens - the cost of restoring any damage done to landscaped gardens for which you are responsible by the emergency services.</p> <p>Capital additions - newly acquired, newly erected trade fixtures and fittings at the premises and any alterations, additions and improvements to the trade fixtures and fittings at the premises for which you are legally responsible for anywhere within the territorial limits.</p>	<p>exit from the building or involving violence or the threat of violence;</p> <ul style="list-style-type: none"> <li>- Damage caused by wind, rain, hail, sleet, snow, storm, flood or dust damage to movable property in the open;</li> <li>- The excess specified in the schedule in respect of each and every loss.</li> </ul> <ul style="list-style-type: none"> <li>- More than £25,000.</li> <li>- More than £1,000 any one claim .</li> <li>- More than £25,000;</li> <li>- Fees for the preparation of any claim.</li> <li>- More than £1,000 any one claim under i, ii or iii in total and £1,000 any one sign, blind or canopy unless otherwise stated in the schedule;</li> <li>- For damage to frames or framework unless the glass therein is broken at the same time;</li> <li>- For superficial cracks or chipping.</li> <li>- Unless vehicles are contained in a securely locked building if left unattended overnight (from 9pm or whenever the vehicle was last occupied whichever is the earlier to 6.00am or until the vehicle is first used whichever is the later);</li> <li>- More than £5,000 any one claim;</li> <li>- The first £100 of each and every claim.</li> <li>- More than £500 anyone claim;</li> <li>- The first £100 of each and every claim.</li> <li>- More than 10% of the trade contents sum insured</li> <li>- More than £2,500 in respect of any one claim and £5,000 in total in any one period of insurance.</li> <li>- More than 25% of the sum insured</li> <li>- More than £1,000 in any one period of Insurance.</li> <li>- more than 10% of the trade contents sum insured or £100,000 whichever is lower.</li> </ul>
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<p><u>Optional extensions (operative only if stated in your schedule)</u></p> <p>Business equipment all risks – trade contents stated in the schedule sustains damage, we will replace the damaged items or at our option pay you either the cost of replacing the item as new or the cost of repairing the item.</p>	<ul style="list-style-type: none"> <li>- Damage occurring outside of the territorial limits</li> </ul>						
<p><b><u>Business Interruption</u></b> – loss of net revenue and increased cost of working resulting from damage at the premises which causes interruption with your business by an insured event.</p> <p><u>Extensions to business interruption section</u></p> <p>Denial of access - damage as a result of an insured event to property in the vicinity of the premises which prevents or hinders the use of or access to the premises whether the property insured is damaged or not.</p> <p>Loss of utilities - failure of any public or private supply undertaking from whom you obtain electricity, gas or water.</p> <p>Suppliers - damage as a result of an insured event to your supplier's premises that is situated within the United Kingdom.</p> <p>Closure of the premises - closure by the authorities following murder or suicide, food poisoning or drink poisoning or vermin or pests.</p> <p>Alternative residential accommodation – where the residential portions of the property are unfit to live in or access is denied for:</p> <ol style="list-style-type: none"> <li>the costs of reasonable alternative accommodation and the temporary storage of residents' furniture</li> <li>the cost of reasonable accommodation in kennels or catteries for residents' dogs and cats.</li> </ol>	<ul style="list-style-type: none"> <li>- Damage to property of any supply undertaking from which you obtain electricity gas or water or telecommunications services which prevent or hinders the supply of such services.</li> <li>- Where such failure is for a period of less than 60 minutes</li> <li>- In consequence of the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply as a result of drought or any other reason</li> <li>- As a result of a fault in any part of the installation belonging to You.</li> <li>- From the premises of any public or private supply undertaking from whom you obtain electricity, gas or water.</li> <li>- More than 10% of the sum insured on loss of net revenue or £25,000 whichever is less</li> <li>- For any period exceeding three months from the beginning of the occurrence during which the results of the business are affected as a result of the damage.</li> <li>- More than 20% of the sum insured of the property insured that has been damaged.</li> </ul>						
<p><b><u>Money</u></b> – damage to</p> <ol style="list-style-type: none"> <li>money from an insured event whilst: <ol style="list-style-type: none"> <li>In the premises during business hours or in transit or bank night safe</li> <li>In the premises or your private dwelling or domestic living quarters or any authorised partner director or employee outside business hours contained in a securely locked safe or strongroom</li> <li>In the premises outside business hours not contained in a securely locked safe</li> <li>In the custody or private dwelling or domestic living quarters of you or any authorised partner, director or employee of you out of business hours</li> <li>In a gaming, amusement or vending machine not exceeding £300 any one claim.</li> </ol> </li> <li>damage to non-negotiable items from an insured event up to £250,000 in any one period of insurance.</li> </ol> <p>Assault - injury to you or an employee as a direct result of assault, robbery or hold up or any attempt at the premises or whilst carrying money belonging to the business and insured under this policy in respect of:</p> <table border="0"> <tr> <td>a) death</td> <td>d) permanent total disablement</td> </tr> <tr> <td>b) loss of sight</td> <td>e) medical expenses</td> </tr> <tr> <td>c) loss of limb(s)</td> <td>f) temporary total disablement</td> </tr> </table>	a) death	d) permanent total disablement	b) loss of sight	e) medical expenses	c) loss of limb(s)	f) temporary total disablement	<ul style="list-style-type: none"> <li>- Damage due to the fraud or dishonesty of any person employed by you not discovered within 7 working days of its occurrence</li> <li>- Damage to money and or non-negotiable items from: - vending or gaming machines unless specifically stated in the schedule or unattended vehicles or any unattended room in the premises during business hours for an amount exceeding £500 unless in a locked desk or cupboard, strong box or safe with keys removed from the room.</li> <li>- Damage to money and/or non-negotiable items from theft or attempted theft unless accompanied by forcible and violent entry into or exit from the building or involving violence or the threat of violence.</li> <li>- Damage to money in transit that is left unaccompanied.</li> <li>- The excess specified in the schedule.</li> <li>- More than one item of a) to d) in connection with the same incident, except that if any personal injury is payable under item d) it will be deducted from any amount subsequently paid under items a) b) or c)</li> <li>- Death, injury, permanent total disablement or temporary total disablement caused or contributed to or arising from any pre-existing condition, injury, illness or disease.</li> </ul>
a) death	d) permanent total disablement						
b) loss of sight	e) medical expenses						
c) loss of limb(s)	f) temporary total disablement						

<p><b>Frozen Food</b> – cover for damage caused by deterioration, contamination or putrefaction to your foodstuff for which you are responsible at the premises whilst contained in the refrigerated units arising from a rise or fall in temperature or accidental failure of refrigerant fumes from the unit.</p>	<p>- Damage resulting from:</p> <ul style="list-style-type: none"> <li>i) failure if the public supply services which do not exceed 30 consecutive minutes;</li> <li>ii) failure of the public supply services due to any deliberate act;</li> <li>iii) wear and tear, deterioration or gradually developing flaws or defects in the refrigerating unit or incorrect setting of thermostats and automatic controls;</li> <li>iv) the failure of any cold chamber or deep freeze which is over 10 years old;</li> <li>v) the excess specified in the schedule.</li> </ul>
<p><b>Loss of Licence</b> (<u>operative only if stated in your schedule</u>)</p> <p>In the event of a licence granted in respect of the premises for the sale by retail of excisable liquors becoming suspended or forfeited or refused renewal after due application for such renewal occasioned by reasons beyond your control we will pay or make good all loss that you sustain in respect of:</p> <ul style="list-style-type: none"> <li>a) the depreciation in value of your interest in the premises and loss of net revenue by the suspension, forfeiture of or refusal to renew the Licence up to the amount stated in the schedule</li> <li>b) in addition, the costs and expenses incurred by you with our written consent connection with any appeal against the suspension, forfeiture of or refusal to renew the licence.</li> </ul>	<p>- The refused renewal suspension or forfeiture of the licence arising directly or indirectly from any scheme of town or country planning, improvement or redevelopment, compulsory purchase or from any alteration of the law affecting the grant surrender, refusal to renew, suspension or forfeiture of licenses.</p>
<p><b>Book Debts</b> - if your books of accounts, other business books, records or computer records at the premises should be destroyed or damaged by an insured event and as a result you are unable to trace or establish the outstanding debit balance in whole or in part due to you.</p>	
<p><b>Employers Liability</b> – all sums which you become legally liable to pay as compensation arising out of events occurring during the period of insurance in the course of the business within the territorial limits for bodily injury caused to an employee.</p> <p><u>Extensions to Employers Liability</u></p> <p>Non-manual work overseas – compensation, costs and expenses, where your directors, partners or employees who are ordinarily resident in the territorial limits are on temporary non-manual visits for the purposes of the business anywhere in the world.</p>	<p>We will not indemnify you in respect of liability:</p> <ul style="list-style-type: none"> <li>- incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to you by any such insurance or security.</li> <li>- liability arising out of work undertaken or operations offshore.</li> <li>- arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub- limit of indemnity of £5,000,000 will apply.</li> </ul> <p>We will not indemnify you in respect of liability:</p> <ul style="list-style-type: none"> <li>- in respect of any amount payable under workmen's compensation social security or health insurance legislation.</li> </ul>
<p><b>Public Liability</b> - all sums which you become legally liable to pay as compensation arising out of events occurring during the period of insurance in the course of the business within the territorial limits for accidental bodily injury to any person or accidental damage to property or obstruction, trespass or nuisance.</p>	<p>We will not indemnify you in respect of liability:</p> <ul style="list-style-type: none"> <li>- arising out of the ownership, possession or use by or on behalf of you of any aircraft, aero spatial device or hovercraft, watercraft or mechanically propelled vehicle licensed for road use;</li> <li>- in respect of damage to property belonging to you or in the custody or under the control of you or any employee (other than property belonging to visitors, directors, partners or employees of you);</li> <li>- the first £250 of damage to property other than for damage to premises leased or rented by you;</li> <li>- arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged;</li> <li>- liability caused by or attributable to any treatment given by or</li> </ul>

**Products Liability** - all sums which you become legally liable to pay as compensation arising out of events occurring during the period of insurance in the course of the business within the territorial limits for accidental bodily injury to any person or accidental damage to property occurring anywhere in the world caused by any product supplied.

- on behalf of you;
- arising out of pollution of the atmosphere or of any water, land, buildings or other tangible property except to the extent that such pollution;
  - a. was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the period of insurance
  - b. was not the direct result of you failing to take reasonable precautions to prevent such pollution;
- directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health;
- liability arising out of work undertaken or operations offshore;
- arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos.

We will not indemnify you in respect of liability:

- in respect of damage to or the cost or expenses of recalling, repairing, replacing, altering, removing or making any refund in respect of any product supplied;
- arising from any product supplied which to the knowledge of you is for use in or on any aircraft, missile or for aviation or aero spatial purposes or for the safety or navigation of marine craft of any sort;
- arising from any action brought against you in any country not being a member of the European community where you have a branch, parent or subsidiary company;
- arising from any product supplied, which to the knowledge of you is for use in or supply to the United States of America or Canada;
- arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged;
- liability caused by or attributable to any treatment given by or on behalf of you;
- arising out of pollution of the atmosphere or of any water, land, buildings or other tangible property except to the extent that such pollution;
  - a. was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the period of insurance
  - b. was not the direct result of you failing to take reasonable precautions to prevent such Pollution
- directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health;
- liability arising out of work undertaken or operations offshore.
- arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos.

#### General Exclusions

- Asbestos (other than Section F Event 1 Employers Liability where this coverage is limited to £5,000,000 any one occurrence)
- Building works
- Contaminations and pollution
- Cyber and data
- Infectious or contagious disease
- Institute radioactive contamination
- Micro-organism
- Nuclear energy risks
- Sonic Bangs
- Terrorism
- War and civil war
- Sanctions



### Cancellation Rights

You may cancel this insurance within 14 days of the day you purchase this insurance or the day on which you receive the policy wording, whichever is the later by contacting Commercial Express Quotes Limited via your insurance advisor.

You may also cancel this insurance at any other time by contacting Commercial Express Quotes Limited via your insurance advisor.

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. This will be calculated on a proportional basis. For example, if you have been covered for six (6) months, the deduction for the time you have been covered will be half the annual premium.

If you cancel this insurance outside the 14 day cooling off period, there will be an additional charge, as stated in the schedule, to cover the administrative cost of providing the insurance.

If we pay any claim, in whole or in part, then no refund of premium will be allowed.

If you cancel this policy after the 14 day cooling off period and the premises are occupied then a pro-rata return will be issued subject to a minimum time on risk charge of £75.00 + IPT + any administration fees that have been paid to Commercial Express Limited.

### Excess Applicable

Unless otherwise stated you will be responsible for the following portion of each and every loss

▪ Building	£500
▪ Contents	£500
▪ BI	£500
▪ Money	£250
▪ Public/Products Liability	£250
▪ Third Party Property Damage	£250
▪ Frozen Food	£100
▪ Loss of Licence	Nil
▪ Book Debts	£100
▪ Subsidence	£1,500

### Law Applicable to Contract

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance will be subject to the laws of England and Wales and subject to the exclusive jurisdiction of the courts in England and Wales.

### The Duty of Disclosure

You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.

If we establish that you deliberately or recklessly provided us with false or misleading information we will treat this insurance as if it never existed, decline all claims or amend the terms of your insurance as if they were already in place.

### Policy Conditions

There are conditions of the insurance you will need to meet as your part of the contract. If you do not, a claim may be rejected, or payment could be reduced. In some circumstances your policy might become invalid.

The conditions can be found in the policy wording under general policy conditions which relate to:

- Alteration in risk
- Frying and cooking equipment
- Maintenance and safety
- Stock
- Portable heating
- Reasonable precautions
- Roof maintenance
- Security
- External smoking condition
- Storage of combustibles materials in the open
- Residential tenants
- Weekly waste

Also, there are conditions applicable to each element of cover which you will find under each individual section in the policy wording.

### How do I pay?

The premium for this policy is shown in your schedule. The insurance advisor that arranged the insurance on your behalf will discuss methods of payment with you.

### How to make a claim

On the happening of any event which may give rise to a claim you must notify the underwriters without delay, but in any event, within 30 days using the following contact details:

- Applicable to Sections A-G of **Your Policy** (all sections except Employers, Public & Products Liability):  
Notify the **Insurers'** Claims Representatives without delay, but in any event, within 30 days by calling the Claim Administrators using the below contact details that are also shown on **Your Schedule**.

CPA Chartered Loss Adjusters, Queen Charlotte House, Queen Charlotte Street, Bristol BS1 4HQ  
Telephone: 0117 929 9255  
Email: [bristol@cpaadjusting.com](mailto:bristol@cpaadjusting.com)  
Opening Hours: Monday to Friday 9am to 5pm  
Out of hours emergency telephone number: 0117 938 8386

Or

Applicable to Section H of **Your Policy** (Employers, Public & Products Liability):

Notify the Insurers' Claims Representatives without delay, but in any event, within 30 days by calling the Claim Administrators using the below contact details that are also shown on **Your Schedule**.

Telephone: +44 (0) 1732 520273  
Out of office hours: +44 (0) 1732 520270  
Email: [new.claims@woodgate-clark.co.uk](mailto:new.claims@woodgate-clark.co.uk)

b) Applicable to all sections

- i) take all practicable steps to recover property lost and otherwise minimise the claim;
- ii) inform the Police without delay if the damage is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances;
- iii) give all information and assistance the Insurers may require in a timely manner. The insurers will only request information relevant to your claim.

Within the timescales specified in the policy wording under general claims conditions you must deliver to underwriters a written claim provided at your own expense, all details, proofs and information regarding the cause and amount of damage as the underwriters may reasonably require.

You must:

- i) not make or allow to be made on the underwriters behalf any admission, offer, promise, payment or indemnity without the written consent of the underwriters;
- ii) forward without delay to Commercial Express Quotes Limited, via your insurance advisor, every letter, claim, writ, summons and process without acknowledgement;
- iii) advise Commercial Express Quotes Limited, via your insurance advisor, in writing without delay when you have any knowledge of any impending prosecution, inquest, fatal accident or ministry enquiry.

**Complaints procedure**

Our aim is 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 advisor who arranged this policy for you.

If you wish to make a complaint about the sales process or suitability of your policy, you should contact the Insurance advisor who arranged this policy for you.

If your complaint is about the handling of your claim please use the contact details below:

Applicable to Sections A-G of **Your Policy** (all sections except Employers, Public & Products Liability):

Notify the **Insurers'** Claims Representatives without delay, but in any event, within 30 days by calling the Claim Administrators using the below contact details that are also shown on **Your Schedule**.

CPA Chartered Loss Adjusters, Queen Charlotte House, Queen Charlotte Street, Bristol BS1 4HQ  
Telephone: 0117 929 9255  
Email: [bristol@cpaadjusting.com](mailto:bristol@cpaadjusting.com)  
Opening Hours: Monday to Friday 9am to 5pm  
Out of hours emergency telephone number: 0117 938 8386

Or

Applicable to Section H of **Your Policy** (Employers, Public & Products Liability):

Notify the Insurers' Claims Representatives without delay, but in any event, within 30 days by calling the Claim Administrators using the below contact details that are also shown on **Your Schedule**.

Telephone: +44 (0) 1732 520273  
Out of office hours: +44 (0) 1732 520270  
Email: [new.claims@woodgate-clark.co.uk](mailto:new.claims@woodgate-clark.co.uk)

If your complaint relates to any other matter, you should contact Commercial Express Quotes Limited, details below, who will try to resolve your complaint.

The Compliance Manager  
Commercial Express  
B1 Custom House  
The Waterfront, Level Street  
Brierley Hill, DY5 1XH

Phone +44 (0)1384 473021  
Email [complaints@commercialexpress.co.uk](mailto:complaints@commercialexpress.co.uk)

A copy of Commercial Express' complaints procedure can be viewed at <https://www.commercialexpress.co.uk/complaints>. Alternatively, a copy can be provided on request.

If your complaint needs to be dealt with by us, your complaint will be referred to your underwriters complaints team within three working days. You may also raise a formal complaint directly in writing or verbally to your underwriters by using the contact details below:

Complaints relating to Sections A-G of your policy:

AmTrust Europe Complaints  
AmTrust Europe Limited  
Market Square House  
St James's Street  
Nottingham  
NG1 6FG  
Telephone: 0115 934 9852 (lines are open 9am - 5pm Mon-Fri,  
calls are charged at standard rate)  
Email: [complaints@amtrusteu.co.uk](mailto:complaints@amtrusteu.co.uk)

Complaints relating to Section H of your policy:

Complaints Manager,  
Ascot Underwriting Limited,  
20 Fenchurch Street,  
London EC3M 3BY.

Phone: +44 (0) 207 743 9600  
Email: [complaints.inbox@ascotgroup.com](mailto:complaints.inbox@ascotgroup.com)

Your underwriters' complaints team will acknowledge your complaint promptly and respond fully to your concern or complaint within four weeks or less. If for any reason this is not possible, the complaints team will write to you to explain why they have been unable to conclude the matter within the four weeks. If they have been unable to resolve your complaint in eight weeks, they will write to you explaining the reason as to why this has not been possible. They will also advise you of your right to refer your complaint to the Financial Ombudsman Services (if eligible).

If You are not satisfied with the response or have not received a response from Commercial Express or Ascot Underwriting Limited within fourteen (14) calendar days, You are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of Your complaint and provide You with a written final response. If You wish to ask Lloyd's to investigate Your complaint You may do so by contacting:

Complaints Lloyd's  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Chatham, Kent  
ME4 4RN

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Telephone: +44 (0) 20 7327 5693  
Fax: +44 (0) 20 7327 5225  
Web: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

### Alternative Dispute Resolution Body

Should you be dissatisfied with the outcome of your complaint, you may have the right (subject to eligibility) to refer your complaint to the Financial Ombudsman Service (FOS), using the details below. The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Contacting the FOS does not affect your right to take legal action.

If you live in the United Kingdom or the Isle of Man, the contact information is:

The Financial Ombudsman Service	Phone: +44 (0) 800 023 4567 (calls to this number are free from “fixed lines” in the UK)
Exchange Tower	+44 (0) 300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).
London E14 9SR	Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a> .

You can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

If you live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman	Phone: Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 748610.
PO Box 114	Fax +44 1534 747629
Jersey	Email: <a href="mailto:enquiries@ci-fo.org">enquiries@ci-fo.org</a>
Channel Islands	Website: <a href="http://www.ci-fo.org">www.ci-fo.org</a>
JE4 9QG.	

This complaints procedure does not affect your right to take legal action.

### Financial Services Compensation Scheme (FSCS)

Commercial Express Quotes Limited, AmTrust Europe Limited, and Ascot Underwriting Limited are covered by the FSCS. This means that you may be entitled to compensation from the scheme in the unlikely event that Commercial Express Quotes Limited, AmTrust Europe Limited, or Ascot Underwriting Limited cannot meet its obligations to you under this insurance. Further details about the scheme can be obtained from FSCS, PO BOX 300, Mitcheldean, GL17 1DY. Tel: 0800 678 1100 or + 44 (0) 207 741 4100 or [www.fscs.org.uk](http://www.fscs.org.uk).