

Commercial Combined Policy Summary



UK General – Commercial Combined Policy – UKGCCP v02/11

Policy Summary

This document provides a summary only of the significant aspects of cover (including restrictions) provided by our standard Commercial Combined Policy. For full details, please refer to the Policy itself which is available to download from our website (www.ukgeneral.com) or by contacting your broker.

Introduction

The cover provided by the UK General Commercial Combined Insurance Policy has been developed to accommodate a wide range of businesses including manufacturing, distribution and wholesaling. No two businesses have the same needs so with the wide choice of optional covers available we are able to provide a tailor-made cover that will fulfil the needs of the majority of commercial clients. The insurance is normally for a period of 12 months unless shown differently on the Policy Schedule.

The Policy is underwritten by UK General on behalf of capacity supplied by Ageas Insurance Limited.

Covers

Damage

This section covers damage to material property belonging to the business insured caused by one of the following optional Specified Perils:

- Fire
- Lightning
- Explosion
- Aircraft
- Riot, Civil Commotion
- Malicious Damage
- Earthquake and Subterranean Fire
- Storm
- Flood
- Escape of Water
- Impact by own and third party vehicles or animals
- Sprinkler Leakage
- Accidental Physical Damage
- Subsidence or heave

Notable Policy extensions:

- loss of customers goods where stock is covered (and not insured elsewhere).
- annexes
- professional fees including architects, surveyors and legal fees
- automatic sum insured reinstatement (for an additional premium)
- capital additions up to 10% of the sum insured (maximum £500,000)
- the contract price in the event of damage occurring to goods sold but not delivered
- debris removal
- damage to services including telephone, gas, water telecommunications, gas, water electricity
- drain clearance
- loss of rent receivable
- non invalidation in respect of mortgagees, freeholders and lessors
- other interests
- additional costs in complying with Public Authorities requirements
- subrogation waiver for the Insured's subsidiary companies
- temporary removal of property (other than stock) from the insured premises for cleaning, renovation, repair, etc.
- temporary removal of documents (excluding computer records)
- workmen carrying out minor repairs at the insured premises
- computer system records not exceeding £10,000 for the cost of materials and clerical labour in reproducing the records
- Day One reinstatement is available
- Theft Damage to buildings

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Material Damage (continued)

Notable Policy exclusions:

- the Excess as stated in the Policy Schedule
- accidental pollution
- property more specifically insured
- damage to fences, gates and moveable property in the open caused by storm or flood
- faulty or defective workmanship
- theft (see separate Theft section below)
- accidental damage to fixed glass (see separate section below)
- subsidence caused by new structures bedding down or newly made-up ground settling
- terrorism

Notable Policy conditions of cover:

- condition of Average (Underinsurance) – 85%
- notification of unoccupancy or part unoccupancy of buildings
- warranties (as specified in the Policy Schedule)
- fire break doors and shutters conditions
- sprinkler installation maintenance and testing conditions
- fire extinguishment maintenance condition
- fire alarms maintenance and testing condition
- security protections conditions

Business Interruption

This section covers financial compensation following interruption to the business insured following an insured loss under the Material Damage section caused by one of the following optional Specified Perils:

- Fire, Lightning
- Explosion
- Aircraft
- Riot, Civil Commotion
- Malicious Damage
- Earthquake and Subterranean Fire
- Storm
- Flood
- Escape of Water
- Impact by own and third party vehicles or animals
- Sprinkler Leakage
- Accidental Physical Damage
- Theft
- Subsidence or heave

Cover is available for GROSS PROFIT, GROSS REVENUE, GROSS RENTALS, BOOK DEBTS, INCREASED COST OF WORKING, and ADDITIONAL INCREASED COST OF WORKING

Notable Policy extensions:

- optional Declaration Linked to profit, revenue or rent basis (133 1/3% uplift)
- automatic Increased Cost of Working (where profit, revenue or fees are selected)
- automatic sum insured reinstatement (for an additional premium)

A wide range of optional extensions are available including:

- prevention of access
- public utilities (excluding cables, pipes, etc.)
- failure of public utilities (water, gas or electricity to terminal ends) where the interruption exceeds 24 hours
- closure of the premises insured by a Public Authority due to vermin, pests, or defective sanitation
- specified or unspecified suppliers and customers
- property stored at third party premises
- goods in transit

Notable Policy exclusions:

- theft not involving forcible or violent entry or exit from the premises insured

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Theft

This section covers Theft of material property belonging to the business insured.

Notable Policy extensions:

- theft damage to buildings
- loss of customers goods where stock is covered (and not insured elsewhere)
- professional fees including architects, surveyors and legal fees
- automatic sum insured reinstatement (for an additional premium)
- collusion (resulting from forcible and violent theft)
- the contract price in the event of damage occurring to goods sold but not delivered
- debris removal
- other interests
- additional costs in complying with Public Authorities requirements
- cost of replacement locks following loss of keys - £1,000 limit
- temporary removal of property (other than stock and customers goods) from the insured premises for cleaning, renovation, repair, etc. - £5,000 limit
- computer system records not exceeding £10,000 for the cost of materials and clerical labour in reproducing the records
- Day One reinstatement is available

Notable Policy exclusions:

- the Excess as stated in the Policy Schedule
- theft not involving forcible and violent entry or exit
- property more specifically insured
- £25,000 limit in respect of damage resulting from the use of explosives
- theft from coin operated machines
- theft of money
- theft from the open or outbuildings

Notable Policy conditions of cover:

- condition of Average (Underinsurance) – 85%
- intruder alarm installation condition
- security protections conditions

Employers' Liability

This section provides protection for legal liability world-wide for damages and legal costs of up to £10 million (restricted to £5 million in respect of terrorism):

Notable Policy extensions:

- cover includes death, illness, disease, injury, mental injury, mental anguish or shock but not defamation
- covers employees temporarily engaged in work overseas
- unsatisfied court judgements
- legal costs incurred in the defence of criminal proceedings under the Health & Safety at Work Act 1974
- indemnity to other persons including directors, employees and principals
- cost of court attendance

Notable Policy exclusions:

- excluding cover in respect of work undertaken offshore
- excluding cover where compulsory insurance is required under the Road traffic Act 1988

Notable Policy conditions of cover:

- all claims settled under United Kingdom jurisdiction

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Public and Products Liability

This section provides protection for legal liability world-wide for damages and legal costs of up to the limit of liability shown in the Policy Schedule (indemnity up to £5 million is available):

Notable Policy extensions:

- cover includes death, illness, disease, injury, mental injury, mental anguish or shock but not defamation
- obstruction, trespass, nuisance
- wrongful arrest or detention
- loss of or damage to third party property
- damage caused by products anywhere in the world
- covers employees temporarily engaged in work in any member country of the European Union or non-manual work anywhere in the world
- contingent motor liability cover applies
- cover includes liability incurred in connection with:
 - Defective Premises Act 1972
 - Health & Safety at Work Act 1974
 - Data Protection Act 1998
 - Consumer protection Act 1987
 - Food Safety Act 1990
- leased or Rented premises
- buildings temporarily occupied for the purpose of maintenance, repair, etc.
- overseas Personal liability
- cost of court attendance
- indemnity to other persons including directors, employees and principals
- cross liabilities
- accidental pollution or contamination

Notable Policy exclusions:

- contractual liability in respect of Public Liability but not Products Liability unless liability arising out of a condition or warranty of goods implied by law
- damage to property held in trust other than:
 - Personal effects
 - Premises and their contents not owned, leased or rented to the Insured where the Insured is undertaking work
- the Excess as shown in the Policy Schedule
- product recall, replacement or guarantee
- products supplied to the knowledge of the Insured for use in:
 - any aircraft or spacecraft
 - the safety or navigation of marine craft or automobiles of any sort
- products supplied which to the knowledge of the Insured is for use in or supply to the United States of America or Canada
- advice, design or specification provided for a fee
- excluding cover in respect of work undertaken offshore
- terrorism

Notable Policy conditions of cover:

- all claims settled under United Kingdom jurisdiction

Glass

This section provides cover for accidental breakage of Glass owned by the Insured:

Notable Policy extensions:

- Glass includes plain glass in windows and doors
- Glass in furniture displays, showcases and counters
- cover extends to include fixed sanitary ware
- the reasonable costs of boarding up and the replacement of window frames (£500 limit) is also included
- damage to goods in window displays are also covered (£250 limit) where such damage was not due to a theft or attempted theft

Notable Policy exclusions:

- the Excess as stated in the Policy Schedule
- superficial damage to glass
- Glass in unoccupied buildings
- damage to lettering, embossing, etc. unless specifically requested

Notable Policy conditions of cover:

- reasonable precautions should be taken to prevent breakage

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Money

This section covers loss of or damage to money pertaining to the business insured anywhere in the United Kingdom up to the limits specified in the Policy Schedule.

Notable Policy extensions:

- non negotiable money up to a maximum of £250,000 any one loss
- dishonesty or fraud by any partner, director or employee discovered with 7 days of such act
- cover includes loss of or damage to:
 - cases, bags, etc. whilst being used to transit money
 - safes, strongrooms or franking machines
 - cash registers
 - up to a limit of £1,000 any one occurrence
- loss of money deposited in bank night safes
- the cost of replacing locks following theft of keys
- malicious attack benefits for any person injured during a theft or attempted theft of money including:
 - death
 - loss of one or more limbs
 - loss of sight
 - permanent total disablement
 - temporary total disablement
 - damage to personal effects up to £500 per person

Notable Policy exclusions:

- the Excess as stated in the Policy Schedule
- loss from gaming or amusement machines is limited to £100
- loss from automated teller machines or cash dispensing machine
- loss in transit by unregistered post
- loss from unattended vehicles

Notable Policy conditions of cover:

- reasonable precautions to prevent the loss of money including:
 - maintaining a record of all money in transit or at the premises insured
 - carefully selecting responsible employees
 - controlling the custody of keys
- intruder alarm installation condition
- protections condition

Goods in Transit

This section covers loss of or damage to goods pertaining to the business insured whilst in transit anywhere in the United Kingdom up to the limits specified in the Policy Schedule.

Notable Policy extensions:

- additional expenses incurred for the transfer to property to another vehicle, reloading, removal of debris following damage (£1,000 limit)
- damage to clothing and personal effects (£500 limit)
- damage to tarpaulin, sheets, ropes, etc. (£500 limit)
- damage tools and travellers samples (£250 limit)

Notable Policy exclusions:

- the Excess as stated in the Policy Schedule
- fraud by the Insured's employees
- unexplained disappearance or inventory shortage
- deterioration of chilled or frozen property in transit due to temperature variations
- theft or attempted theft from unattended vehicles or trailers :
 - unless securely locked
 - overnight unless securely garaged and locked
- loss of or damage to jewellery, watches, precious metals and stones, wines, spirits, perfumes, tobacco products, furs, deeds, documents and computer equipment unless specified in the Policy Schedule
- loss of or damage to livestock, explosive goods, bullion, money or stamps
- loss of or damage to china, glass, earthenware, pictures, paintings, works of art, statues, or scientific instruments unless caused by fire, theft, actual collision or overturning
- loss of or damage to property in soft-topped, open-topped, open-sided or curtain sided vehicles or trailers by storm, flood, theft (unless the vehicle/trailer is stolen at the same time) or malicious damage.

Notable Policy conditions of cover:

- reasonable precautions to ensure vehicles are roadworthy and secure
- security precautions

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All Risks (Specified Items)

This section covers loss of or damage to specified property pertaining to the business insured whilst anywhere in the United Kingdom (or the other countries if agreed) up to the limits specified in the Policy Schedule.

Notable Policy exclusions:

- the Excess as stated in the Policy Schedule
- wear and tear
- mechanical or electrical breakdown
- loss from an unattended vehicle or trailer
- fraud by the Insured's employees
- unexplained disappearance
- gradual pollution
- terrorism

Notable Policy conditions of cover:

- condition of average
- reasonable precautions to ensure the safety and security of the property insured, and in selection of employees
- intruder alarm installation

Frozen Food

This section covers accidental loss of or damage to property pertaining to the business insured by deterioration or putrefaction up to the limits specified in the Policy Schedule.

Notable Policy exclusions:

- the Excess as stated in the Policy Schedule
- failure of any cold chamber or deep freeze over 10 years old
- incorrect setting of thermostats or controls
- excludes cold chambers or deep freezers powered by a motor in excess of 2 horse power

Notable Policy extensions:

- damage caused by escape or leaking of refrigerant or refrigerant fumes
- accidental failure of the public or private supply of electricity
- automatic reinstatement of cover

Notable Policy conditions of cover:

- condition of average
- cold chamber or deep freezers over 5 years must be subject to an annual maintenance contract with a competent engineer

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Theft by Employee

This section covers loss of or damage to specified property pertaining to the business insured whilst anywhere in the United Kingdom (or the other countries if agreed) up to the limits specified in the Policy Schedule.

Notable Policy exclusions:

- the Excess as stated in the Policy Schedule
- losses not discovered within 24 months of the period of insurance in which the act of theft was committed
- consequential loss of any kind
- unexplained shortages

Notable Policy extensions:

- the costs of auditors fees
- the reasonable cost of rewriting or amending computer software to improve security
- cover for trustees of any pension fund or other employee benefit scheme
- cover includes theft by temporary agency staff

Notable Policy conditions of cover:

- compliance with the Minimum Standards of control detailed in the Policy Schedule

Loss of License

This section provides indemnity for depreciation in the value of the premises insured following the forfeiture of a licence granted under the Licensing Act 1964 for the sale of intoxicating liquor up to the limit specified in the Policy Schedule.

Notable Policy exclusions:

- loss due to the misconduct, neglect or omission of the Insured
- by alteration of the law

Notable Policy extensions:

- the costs and expenses incurred in connection with an appeal

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Your Cancellation Rights

Although the Insurers hope You are happy with the cover this Policy provides, if this Insurance doesn't meet Your requirements, You may cancel this Policy by giving notice in writing (including by email) and the Insurers will then cancel Your Policy with effect from the date upon which notice is dispatched to UK General. That date will be the Cancellation Date. If considered appropriate the Insurers reserve the right to request the return of all the policy documentation.

If the Cancellation Date is within 14 days of the start of the Period of Insurance the Insurers will return a proportionate part of the last premium paid in respect of the unexpired Period of Insurance less any policy fees already incurred.

If it is later and there have been no claims made during the current Period of Insurance, the Insurers will return a proportionate part of the last premium paid in respect of the unexpired Period of Insurance (subject to a minimum premium of £100) less any policy fees already incurred.

PLEASE NOTE that in order to process Your request for cancellation after the first 14 days the Insurers will need to check the records of Your Insurance Broker, Intermediary or Agent and of UK General to confirm that no claims, occurring during the Period of Insurance, have been made or notified and/or paid under the Policy. If there is such a claim the Insurers will still be happy to cancel the Policy at Your request but will require that You pay the premium and any fees for the whole Period of Insurance and the Insurers will not make any refund of premium or of any policy fees.

Insurers' Rights to Cancel Your Policy

The Insurers shall not be bound to accept any Renewal of this Policy. There are circumstances in which the Insurers, Your Insurance Broker, Intermediary or Agent may notify You that the Policy will be cancelled.

Non Payment of Premium and/or Insurance Premium Tax

If the Insurers do not receive the Premium and Insurance Premium Tax in full the Insurers may cancel this Policy by sending You at least 7 days written notice of cancellation to Your last known address. The Insurers will send a copy of this communication to Your Insurance Broker, Intermediary or Agent.

Cancellation for other reasons

The Insurers may cancel this Policy at any other time by sending 14 days notice of cancellation, giving details of the reason for cancellation, in writing to Your last known address. The Insurers will send a copy of this communication to Your Insurance Broker, Intermediary or Agent.

In the event of such a cancellation You shall be entitled to the return of a proportionate part of the last premium paid in respect of the unexpired Period of Insurance.

Notification of New Claims

To notify us of a new claim please follow the steps below:

1. Check the Policy and Schedule to ensure that you are covered.
2. Check the Claims conditions under the respective Section(s) of the Policy.
3. Call our dedicated claims line (0844 209 0999) to notify us of your claim.

If you are dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to our Complaints Procedure.

Complaints Procedure

It is always UK General's intention to provide a first class standard of service. However, if You have any cause for complaint about the way Your Policy was sold to You, You should, in the first instance, contact the intermediary who arranged the Policy for You. If You have a complaint about a claim, call Your claims handler first. You will find the claims handler's name and phone number on any letters they have sent You.

Should the matter not be resolved to Your satisfaction, please contact:

The Customer Relations Department
UK General
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
West Yorkshire, LS10 1RJ
Tel: 0845 218 2685
Email: customerrelations@ukgeneral.co.uk

Please quote the details of Your Policy, the name of the Insured, Policy Number and departmental references.

If You then cannot settle Your complaint with UK General You may be entitled to refer it to the Financial Ombudsman Service (FOS).

Further information is available at:
<http://www.financial-ombudsman.org.uk/>

The FOS is an independent organisation that decides on complaints about general insurance products. They will only consider complaints after UK General have given You written confirmation that You have been through the Complaints Procedure and Your business has a turnover of less than EUR 2 million and fewer than 10 employees. You can contact the Ombudsman at:

Insurance Division
Financial Ombudsman Service
South Quay Plaza
183, Marsh Wall
London E1 4SR
Tel: 0845 080 1800 Fax: 0207 964 1001

Your legal rights will not be affected by following the Complaints Procedure or by contacting the FOS.

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Details about the Regulator

UK General is a trading name of Primary General Insurance Limited which is authorised and regulated by the Financial Services Authority (FSA). Our FSA register number is 308347.

You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register/ or by contacting the FSA on 0845 606 1234. Registered office: Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, West Yorkshire, LS10 1RJ.

Ageas Insurance Limited is authorised and regulated by the Financial Services Authority (FSA). You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register/ or by contacting the FSA on 0845 606 1234.

Compensation Arrangements

Primary General Insurance Limited and Ageas Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if any of these companies cannot meet their insurance obligations. This depends on the type of business and the circumstances of the claim. For compulsory insurance You may be entitled to compensation up to 100% of the claim. For all other types of insurance You may be entitled to compensation up to 90% of the claim. Further information about Compensation Scheme arrangements is available from the FSCS at: <http://www.fscs.org.uk/> or You may write to the Financial Services Compensation Scheme, 7th Floor, Lloyd's Chambers, Portsoken Street, London E1 8BN. Their telephone number is 0207 8927300.