

Key Facts Business Combined

This document is a summary of the insurance cover and restrictions and not personalised to your individual needs.

Insurer: This policy is underwritten by Markel International Insurance Company Ltd

Cover

Public Liability/Products Liability

Covers:

Public liability

your legal liability for injury to any person (other than employees) and/or loss of damage to property; libel, slander and defamation; wrongful arrest etc; trespass or nuisance arising from your business and occurring within the EU during the period of insurance.

Products liability

your legal liability for injury, loss or damage arising from the sale, supply etc of goods or products from within the UK and occurring during the period of insurance.

The limit of indemnity under the public liability section applies to each claim; the total amount payable in the period of insurance is unlimited.

Under the products liability the limit applies to each claim and in total for the period of insurance.

A £250 excess applies under the public liability section in respect of claims for loss or damage to property

Principal extensions under this section include:

- legal costs and expenses in defending any criminal proceedings brought for a breach of the Health and Safety at Work Act (maximum £250,000 inclusive of limit)
- consumer Protection Act and Food Safety Act defence costs cover.
- overseas personal liability cover

Employers Liability

Covers your legal liability for up to £10,000,000 to employees injured whilst in your employment.

The limit of indemnity (including costs) applies to each claim. The total amount payable in the period of insurance is unlimited. No excess applies.

Principal extensions under this section:

- legal costs and expenses in defending any criminal proceedings brought for a breach of the Health and Safety at Work Act (maximum \pounds 250,000 inclusive of limit)

Business equipment

Covers your office contents and computer equipment against accidental damage (including theft). Cover is provided on a reinstatement basis (i.e. 'new for old') and subsidence is included for buildings, other than those located on the Isle of Wight.

Contents extends to incorporate:

- £500 of wines, spirits and tobacco (not for sale)

Principal extensions under this section include:

- professional fees
- automatic cover for new computer equipment, new office contents and increases in value due to inflation for:
 - up to 15% of the contents and computer equipment sum insured or £10,000 in total, whichever is the least.
- debris removal
- automatic inclusion of bank interest etc
- Public Authorities clause.
- theft cover on a non-forcible and violent entry or exit basis
- computer breakdown (for up to £5,000).
- replacement of locks following theft of keys (for up to £1000)

Cover is subject to a \pounds 250 excess (\pounds 1000 or \pounds 2500 for subsidence dependent upon area; \pounds 25 in respect of replacement of locks).

Business Interruption

Covers your additional cost of working for an agreed period due to interruption of your business following damage to your business equipment:

No excess applies to this section.

Directors and officers liability

This is a claims made section of cover which provides cover for claims which are made and notified to us during the Period of Insurance.

Covers:

- your legal liability as a director or officer of the company
- your legal costs and expenses in respect of:
- any investigations
- the defence of any legal action seeking your disqualification as a director
- extradition proceedings (including appeals)

N.B. When the company indemnifies you as above, either as required by law or in accordance with its Memorandum or Articles of Association, trust deed etc, then the cover extends to reimburse the company accordingly

The limit of indemnity applies to each claim (including costs and expenses) and in total for the period of insurance.

Principal exclusions

All insuring clauses

- fines and penalties
- claims involving mould

This information only highlights the keys areas of cover . Please refer to the policy wording and schedule of cover issued to you for full terms, conditions and exclusions that will apply to you when taking out a policy.

Markel International Insurance Company Limited 20 Fenchurch Street, London EC3M 3AZ

www.markelinternational.com

Registered at the above address. Registered in England number 966670 Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Public liability/Products liability

- damage to your property
- professional advice etc given for a fee or where a fee would normally be charged
- pollution
- asbestos
- responsibility for the acts of other parties in any consortia or joint ventures
- certain contractual liabilities
- abuse

Property Damage

- wear and tear, electrical/mechanical breakdown etc.

- pollution

Directors and officers liability

- employment disputes (but only if the company is an unincorporated body or if the Employment Law Protection section is operative)
- admitted proven dishonest, fraudulent or malicious conduct*
- pollution* (other than in respect of environmental proceedings)
- bodily injury/property damage*
- acting as a trustee of a pension scheme
- claims following your takeover or merger
- professional duties to third parties*
- any claims made against you
- (i) by an associated company*
- (ii) by the company or your fellow directors and officers in the USA*
- however we will pay your legal costs and expenses in defending the claim

* N.B. exclusion not applicable where the claim is brought by a shareholder due solely to any loss in value of the company's share capital

Principal Conditions

All Insuring Clauses

- immediate claims notification
- claims notification and handling requirements
- subrogation rights
- consequences of fraudulent claims
- contract of insurance subject to English or Scottish law (as appropriate)

- all equipment to be calibrated and/or maintained in accordance with manufacturers recommendations

Property Damage

- security - specified (locking) requirements for final exit door, other external / or internal communicating doors and fore exit doors.

Directors and officers liability

- waiving of our rights following your unintentional nondisclosure or misrepresentation
- cancellation instructions to be sanctioned by all directors and officers
- any public or private offering of your shares to be.

Average

Conditions of average apply to the Property Damage, Specified All Risks and Business Interruption sections. In the event of under insurance the amount we pay will be reduced accordingly.

How to cancel this policy

You can cancel this insurance at any time by writing to us. We can cancel this insurance by giving you 30 days written notice. We will only do this for a valid reason, examples of valid reasons are: • a change in risk occurring which means we can no longer provide you with insurance cover

• non-cooperation or failure to supply any information or documentation we request. Cooling-off period

You may be entitled to a refund of premium subject to a deduction for anytime for which you have been covered and that no claims have been (or agreed to pay) paid. However please refer to full policy wording for terms that will apply..

Cooling-off period

This policy has a cooling-off period of 14 days from either:

- the date you receive this insurance policy, or
- the start of the period of insurance shown in the policy schedule whichever is the later.

How to make a claim

If you want to make a claim under this policy, contact us by • writing to our claims team at Markel (UK) Limited, Verity House, 6 Canal Wharf, Leeds LS11 5AS, or

 emailing our claims team on <u>claimsuk@markel.com</u> quoting your policy number and the name of the policyholder shown in the policy schedule.

If you wish to discuss a claim under your policy you can do so by phoning 0345 355 2227

Complaints

In the event that you remain dissatisfied or have any complaints about your policy or the handling of a claim and wish to make a complaint you can do so at any time by either writing to:

Legal and Regulatory Markel International Insurance Company Ltd 20 Fenchurch Street London EC3M 3AZ

or emailing complaints@markel.com

Complaints that cannot be resolved in this way may be referred to the financial Ombudsman Service. You can find out more information on the FOS at <u>www.financial-ombudsman.org.uk</u>

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