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## Your Premco business insurance policy - Policy summary

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### About this document

This summary of cover has been prepared to help you to:

- Decide whether this product will meet your needs
- Compare this product with other products you may be considering.

It sets out a summary of the policy, including significant features & benefits as well as significant & unusual exclusions or limitations.

**Please note that this is only a summary and does not contain the full terms and conditions of the insurance contract which can be found in the policy wording and any attaching endorsements.**

### About Us

Premco Underwriting is a trading style of Premier Commercial Limited authorised and regulated by the Financial Conduct Authority, firm reference number 303287 and is registered in Scotland No 160330. Registered office: Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH. We only use insurance capacity which is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority and/or authorised and regulated by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority pursuant to the European Union (Insurance and Reinsurance) Regulations 2015

### Information about your business

You will need to provide us with information about your business, which must be a fair presentation of facts. We will rely on this information when deciding whether we can insure your business and what terms, conditions and premium are appropriate. Once the policy has started you will still need to tell us if you find that any of the information is incorrect or if it changes at any time during the period of insurance.

#### Type of insurance and cover

This insurance policy provides the following cover if shown as insured in the schedule:

Material damage - we will pay for damage to your property insured following an insured event.

Business interruption - we will pay for interruption to your business following damage to your property caused by an insured event.

Money & Personal injury (robbery) – we will pay for your loss of money following insured damage and agreed benefits to insured persons following death, permanent disablement or temporary disablement by violent external and visible means.

Trade all risks – we will cover you for damage by any cause not specifically excluded to property insured set out in the schedule.

Computer breakdown - we will cover you against breakdown of computer equipment.

Employee dishonesty- we will pay you for losses incurred through the dishonest conduct of your employees.

Employers' liability - we will cover your costs and expenses legal liability to pay compensation in respect of injury to employees.

Public liability – we will cover your costs and expenses and legal liability to pay compensation to any person suffering accidental injury or accidental loss of or damage to material property.

Products liability– we will cover your costs and expenses legal liability to pay compensation in the event of accidental injury or accidental loss of or damage to material property caused by your products.

Prosecution defence costs – we will pay for your costs and expenses in respect of the defence of any criminal proceedings brought against you in respect of any applicable legislation plus any prosecution costs awarded against you and costs and expenses incurred for your legal representation at an inquiry ordered under any applicable legislation.

Legal expenses – cover is provided for an insured person's costs and expenses for claims relating the covers plus the cost of appeals.

The actual cover provided is shown in your Quotation, Policy Schedule & Wording.

## Material damage - Section 1

*Damage to your property arising from the Covers provided*

Additional covers	Automatically included
Theft damage to buildings and replacement locks.	✓
Debris removal including stock removal.	✓
Professional fees.	✓
Additional metered water charges £10,000 in total in any one period of insurance.	✓
General contents and stock at exhibitions £12,500 in total in any one period of insurance.	✓
Trace and access £10,000 or 10% of the sum insured.	✓
Underground services £5,000 in total in any one period of insurance.	✓
Clearing drains.	✓
Change in temperature	✓
Rent payable.	✓

### Main exclusions

Damage to property caused by corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, vermin or insect.

Damage to property caused by mechanical or electrical breakdown.

Mechanical or electrical breakdown or derangement.

Damage caused by inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials.

Acts of fraud or dishonesty.

### Significant conditions

Unoccupied premises notification (30 days).

Electrical wiring inspection.

Risk protections (requirements).

Minimum security condition.

Unoccupied property security.

## Business interruption - Section 2

*Loss of business income resulting from damage covered under buildings and contents.*

Additional covers	Automatically included
Prevention of access - 10% of the sum insured (or 133.33% of the estimated amount) shown in the schedule or £250,000 whichever is the less.	<b>Optional</b>
Failure of utilities – 10% of the sum insured (or 133.33% of the estimated amount) shown in the schedule or £250,000 whichever is the less.	<b>Optional</b>
Suppliers and customers (unspecified) 10% of the sum insured (or 133.33% of the estimated amount) shown in the schedule or £250,000 whichever is the less.	<b>Optional</b>
Temporary removal - 15% of the sum insured (or 133.33% of the estimated amount) shown in the schedule or £250,000 whichever is the less	<b>Optional</b>
Notifiable disease, vermin, defective sanitary arrangements, murder and suicide £100,000.	<b>Optional</b>
Additional expenses – employees' lottery win £50,000 in any one period of insurance.	<b>Optional</b>

### Main exclusions

Losses excluded under Section 1 - Material damage.

## Money - Section 3 part 1

*Loss of money belonging to your business or for which it is responsible.*

Additional covers	Automatically included
Loss of or damage to money whilst:	
a) in transit	
b) on the premises	✓
c) at private houses of your employees and principals £500	
d) deposited in a bank night safe £5,000.	
Damage to clothing and person effects £500 (including £25 personal money).	✓
Damage of any safe or strongroom or any container, case, bag or waistcoat in which money is contained.	✓
Damage to franking machines.	✓
Loss of money or contents from any gaming or vending machine up to £500 any one loss	✓

### Main exclusions

Fraud, dishonesty or theft of any partner, director or employee not discovered within 14 days.

Loss from an unattended vehicle unless the vehicle is stolen at the same time or is securely locked and money stored out of sight at the time of the loss.

Falsification of accounts.

Shortages due to error, omission, depreciation in the value or use of counterfeit money.

Money or contents from any gaming or vending machine in excess of £500.

Consequential loss.

Losses arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### Significant conditions

Safe security.

Intruder alarm system conditions.

## Money - Section 3 part 2

*Benefits payable in respect of bodily injury sustained to you or your employee as a result of robbery or attempted robbery arising in the course of the business.*

Covers	Automatically included
Death, permanent loss of sight in one or both eyes or loss of one or more limbs.	✓
Permanent total disablement	✓
Temporary total disablement (payable up to 104 weeks)	✓
Temporary partial disablement (payable up to 104 weeks)	✓
Incurred medical expenses.	✓
Damage to clothing and personal effects - £500 any one person.	✓

### Main exclusions

No cover is given to anybody under the age of 16 or over the age of 70.

## Trade All Risks - Section 4

Cover for business equipment following accidental loss or damage.

Covers	Automatically included
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Damage by any cause, not specifically excluded, to property insured set out in the schedule within territorial limits.	✓
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### Main exclusions

Damage arising from wear and tear, gradual deterioration, the action of light, atmospheric conditions or other gradually operating cause, mechanical, electrical, electronic, computer breakdown, failure or disturbance in order, arrangement or functioning.

Damage resulting from theft or attempted theft or unexplained disappearances from an unattended vehicle unless the item stolen is stored in a locked boot or if there is no boot, an unattended vehicle without windows.

Damage to property left in the open by theft, attempted theft, storm or flood.

## Computer breakdown - Section 5

Cover for damage to equipment specified in schedule due to breakdown occurring whilst it is at your premises.

Covers	Automatically included
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Damage to the equipment insured as stated in the schedule due to breakdown.	✓
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Additional rental charge £25,000.	✓
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Additions £30,000 or 10% of the total computer breakdown sum insured, whichever is less.	✓
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Anti-theft devices £5,000.	✓
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Consulting engineers' fees & claims investigation costs £5,000.	✓
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Incompatibility of computer records £10,000 in total in any one period of insurance.	✓
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Increased costs of working / reinstatement of data.	✓
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### Main exclusions

Equipment more than 10 years old at the start of the policy.

Loss recoverable under any guarantee, maintenance, rental, hire, contract or lease agreement.

Wasting, wearing away or wearing out caused by ordinary use of working, rusting or gradual deterioration.

## Employee dishonesty - Section 6

Loss of money or property caused by employee dishonesty

Covers	Automatically included
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Loss of money or other property by any act of fraud or dishonesty committed by any employee during the period of insurance and discovered not later than 24 months after the employee ceases to be insured or termination of this section up to the limit of liability.	✓
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### Main exclusions

Any loss for which proof is dependent upon an inventory or a profit and loss computation

Loss of interest or consequential loss of any kind.

## Employers liability - Section 7

Protection against your legal liability for bodily injury to your employees up to a limit of indemnity of £10,000,000 including costs and expenses.

Covers	Automatically included
Contractual liability.	✓
Cross liabilities.	✓
Payment for court attendance £250 directors and partners, £150 other employees.	✓
Unsatisfied court judgements.	✓
Inner limit for terrorism of £5,000,000 any one event.	✓
Inner limit for asbestos of £5,000,000 any one event.	

### Main exclusions

Liability for bodily injury to an employee in circumstances where compulsory insurance or security is required by Road Traffic Acts.

Liability arising offshore.

### Significant condition

Asbestos.

## Public/Products liability 8 & 9

A) Protection against your legal liability for bodily injury to third parties and damage to their property, including obstruction, trespass, nuisance, interference, wrongful arrest and eviction.

B) Legal liability for damages and costs following injury or damage by products supplied, sold, repaired, tested or maintained.

Covers	Automatically included
Contingent liability (non-owned vehicles).	✓
Leased premises.	✓
Defective workmanship	✓
Overseas personal liability.	✓
Payment for court attendance £250 directors and partners, £150 other employees.	✓
Defective workmanship	✓

### Main exclusions

Aircraft, watercraft or motor vehicles.

Design, advice and treatment.

Employee injury.

Manual work away (unless specifically agreed by us).

Products for delivery or use in the United States of America or Canada (unless specifically agreed by us).

Personal / advertising injury.

Products for delivery or use in the United States of America or Canada.

Cost incurred in the repair, reconditioning, replacement, removal, recall or breaking out of any product supplied.

## Directors and officers liability - Section 10

*Cover is provided in respect of wrongful acts committed by directors and officers of the Company*

### Significant Features & Benefits applying to Directors and officers liability insurance

#### Cover features and extensions

The Policy will pay legal defence costs and damages awarded against a director or officer of the company arising from a Wrongful Act by a director or officer of the Company

The Policy will pay legal costs and damages on behalf of the Company if the Company is legally permitted to indemnify the directors or officers

The Policy provides one aggregate limit of liability for all Claims reported during the Policy Period

The Policy is on a claims made basis and will only respond to Claims or circumstances discovered and notified to the insurer during the Policy Period

The Policy covers the directors and officers of the Company and all Subsidiaries at the Policy inception date and any new subsidiary companies acquired or created during the Policy Period whose assets do not exceed 20% of the Company's total assets

12 Months Extended Reporting Period available at 100% additional premium if Insurers do not renew the Policy

#### Cover restrictions and significant exclusions

Bodily Injury and property damage

Pollution, except that the Policy provides £100,000 sublimated legal defence costs arising from pollution claims

Fraud, Dishonesty and illegal profits

Breach of Professional Services

Known claims or circumstances at the Policy inception date

Nuclear and War risks

Claims brought against the Directors or Officers by any shareholder owning 20% or more of the Company's shares

Claims arising from the public offering of the Company's share capital

Claims brought by the Company or by one insured person against another insured person, with exceptions for:

- Claims initiated by shareholders
- Employment Practice Claims
- Claims seeking contribution
- Claims brought by a liquidator or receiver
- Claims brought by a former director or officer

Claims arising from the Company's activities in the USA or Canada or Claims brought under the jurisdiction of the USA or Canada

Personal injury

**Cover Plus at extra cost**

## Professional indemnity insurance - Section 11

*Cover is provided in respect of legal liability for any negligent act, negligent error or negligent omission*

### Significant Features & Benefits applying to Professional indemnity insurance

#### Cover features and extensions

The policy will pay for costs and expenses for claims made against you for any negligent act, negligent error or negligent omission arising from your business activities and duties

The policy covers costs and expenses incurred in mitigating a claim or potential claim prior to the handing over of the contract works

The Policy is on a claims made basis and will only respond to Claims or circumstances discovered and notified to the insurer during the Policy Period

The policy also covers

- Infringement of copyright or patents
- joint venture / consortium legal liability
- prosecution defence costs
- vicarious liability
- costs incurred for adjudication

#### Cover restrictions and significant exclusions

Costs incurred without our prior consent

Turnover declared as non-design related

Liability for bodily injury /arising out of employment

Liability involving vehicles or property owned or occupied by you

Fraud, dishonesty or criminal act

Contractual Liability

Liability for undisclosed activities and duties

Directors and officers liability

Defective Workmanship Or Materials

Seepage and pollution and asbestos

Any exposure arising outwith the European Economic Area without our prior agreement

Contractual liability over and above the common law or implied by statute

## Legal expenses insurance - Section 12

Cover is provided in respect of legal expenses incurred with the insurer's prior consent for actions in the UK

Covers	Automatically included
Employment disputes	✓
Employment compensation awards	✓
Health and safety appeals	Cover Plus at extra cost
Legal defence	✓
Contract disputes and debt recovery	Cover Plus at extra cost
property disputes	✓
Court attendance	Cover Plus at extra cost
Tax protection	✓
Licence protection	Cover Plus at extra cost
Personal injury	Cover Plus at extra cost

### Significant & Unusual Exclusions or Limitations applying to Legal expenses insurance

The policy excess as stated in your Policy Schedule

Claims incurred that you ought to have been aware of prior to the commencement of cover

Any costs or expenses incurred without prior approval of MSL Legal Expenses Limited

Claims arising from the use, ownership, hire, lease, sale or purchase of a motor vehicle

Acts of dishonesty, violence or fraud or any deliberate acts

Judicial Review, Mediation and Arbitration, Marital and Family Disputes, Intellectual Property, Libel and Slander, Share Options, Pensions, Date Change and Mortgage Lender

Disputes with MSL Legal expenses Ltd and / or the subscribing insurers to this policy



## Complaints

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 us or your insurance agent where applicable. In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time. Making a complaint does not affect any of your legal rights.

If you wish to make a complaint, please contact:-

Premco Underwriting, Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH

In the event that you remain dissatisfied, it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

The address of the Complaints team at Lloyd's is:

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

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Telephone +44 (0) 20 7327 5693 Fax +44 (0) 20 7327 5225

[www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

For covers not underwritten at Lloyd's

Crawford Boyd LLB (Hons) ACII, Chartered Insurer, Underwriting Director, Premco Underwriting, Stanhope House, 12 Stanhope Place, Edinburgh EH12 5hh Telephone 0131 370 4340 [complaints@premco.co.uk](mailto:complaints@premco.co.uk) | [crawford@premco.co.uk](mailto:crawford@premco.co.uk)

### IMPORTANT NOTE

Premier Commercial Limited acts as a managing general agent for the underwriters and not for you..