

MATRIX UNDERWRITING MANAGEMENT COMMERCIAL COMBINED

SUMMARY OF COVER

"COMAL-0123"

Summary overview

This policy summary is to help you understand the cover that your insurance provides.

It does not contain the full terms of the policy, which can be found in the policy document.

It summarises the significant features and benefits of your Combined Liability and Legal Protection Policy and sets out any significant or unusual exclusions or limitations and tells you where these can be found in your policy documentation.

This policy summary does not form part of the policy wording.

This summary shows standard limits for "Included Cover" stated in this summary which may be increased on request and when agreed by us will be shown in your schedule or by endorsement and will take precedence over the standard limits stated in the policy.

This summary does not include the effects of endorsements, which you should review with special care to ensure you understand how these may amend this standard summary of policy cover.

The wording is structured consistently in each section of cover to enable you and your insurance adviser to understand the cover provided and any requirements on you. Unless modified by endorsement:

- The standard policy does not contract out of any part of the Insurance Act 2015
- The standard policy does not contain any conditions precedent to our liability

Who insures PART A property sections?

This insurance is written 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

Who insures PART B combined liability

This Insurance is underwritten by Irwell Insurance Company Limited who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register Number: 202897. These details can be found on the Financial Services Register at www.fca.org.uk

What does this policy cover?

This policy provides a range of optional covers, including:

- Property damage
- Business interruption
- Money and assault
- Goods in transit
- Deterioration of stock
- Loss of licence
- Employers' liability
- Public liability
- Products liability

It is designed to allow you and/or your insurance adviser to select cover suitable for the demands and needs of your business. Cover is provided for businesses located in Great Britain, the Isle of Man or the Channel Islands.

How long will the policy provide cover?

The policy provides cover for twelve (12) months or as shown in your schedule and is renewable annually.

Making changes

You may need to review and update the cover periodically to ensure it remains adequate. Please refer to your policy documentation, in particular the section around making changes and your duties in relation to how information is presented to us.

Section 1 Property damage

Provides cover in the event of accidental damage occurring during the period of insurance to any property insured at the premises stated in the schedule within the territorial limits (unless specifically excluded by this policy).

Significant features	Included	Key limits	Significant and unusual
and benefits of standard	cover		exclusions, conditions or
cover			limitations
Additional covers Capital additions	√	10% or £250,000 whichever less	 Main Exclusions Wear and tear; Theft not involving forcible or violent entry or exit;
Clearing of drains	✓	£5,000	Boiler explosion;Mechanical breakdown;
Contracting purchaser's interest	✓	Per schedule limit	 Theft from any unsecured building; Theft from any unoccupied building;
Cost of removing fallen property	✓	£5,000	 Theft of goods left in the open; Clerical error, acts of fraud or dishonesty;
Dumping and fly tipping	✓	£5,000	Any loss which is the consequence of interruption of your business
Emergency services damage	✓	£5,000	except loss of rent payable when such loss is Insured under this section;
Public authorities	✓	Per schedule limit	the relevant excess as stated in the schedule.
Fire extinguishment and security equipment expenses	✓	£5,000	Optional Extensions
Lock replacement	✓	£5,000	 Contents anywhere in the world including in transit
Loss minimisation and prevention expenditure	✓	£5,000	
Loss of metered water	√	£5,000	
Mortgagees / freeholders / lessors and Non-Invalidation	✓	Per schedule limit	
Professional fees	✓	Per schedule limit	
Reinstatement of sums insured	✓	Per schedule limit	
Removal of debris	✓	£5,000	
Removal of notifiable asbestos	✓	£10,000	
Temorary removal	✓	10% of contents SI	
Theft damage to buildings	✓	Per schedule limit	
Trace and access	✓	£5,000 or 10%	
Underground services	✓	£5,000	

Section 2 Business interruption

Provides cover for financial loss during the indemnity period shown in the schedule following loss or damage by perils not excluded under the property damage section. Reasonable costs incurred to maintain the business following loss or damage are included.

Significant features	Included	Key limits	Significant and unusual
and benefits of standard	cover		exclusions, conditions or
cover			limitations
Types of cover available: Loss of gross profit Loss of gross revenue Increased cost of working Additional increased cost of working	Optional sums insured as required	As stated in your schedule	Interruption to or interference with the business which is not resulting from damage covered by section 1 (property damage) or by any other insurance policy covering your or the owners interest in the property
Indemnity Period	Up to 36 months upon request	As stated in your schedule	damaged;Consequential loss other than as provided for in section 2.1 to
Contract sites Denial of access Exhibition expenses Failure of utility Supply Murder or suicide, food or drink or poisoning Property in transit Storage sites Unspecified customers Unspecified suppliers Specified suppliers Specified customers	√	maximum twenty-five thousand pounds (GBP25,000) in total for each extension.	section 2.6 inclusive and any applicable extensions; Damage if the business is: wound up or carried on by a liquidator or receiver; or is permanently discontinued, without our written agreement; any loss indemnified under section 1 (property damage) of this policy; loss for which more specific cover is provided under any extensions to this section; We shall not be liable for any loss due to fines, penalties, damages or liabilities incurred by you; COVID-19 and other contagious diseases. Significant Conditions Reinstatement of sums insured following a loss; Applicable excess.

Section 3 Money and assault

Loss of money or assault arising from any of the events occurring within the territorial limits during the period of insurance

Significant features and benefits of standard cover	Included cover	Key limits	Significant and unusual exclusions, conditions or limitations
 Money Cover Money in transit or in a bank night safe Money on the premises during business hours, Money in a locked security safe. Money on the premises outside business hours and not in a locked security safe, Money at Your home or the home of an authorised employee 	Available upon request		 Fraud or dishonesty of any of Your business partners, directors or employees, if not discovered and reported to us within fourteen (14) working days of the Event; loss from a vehicle which is left unattended; use of any payment method which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable, for any reason; forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer; occurring outside the territorial Limits; clerical or accounting errors, errors and omissions; Consequential loss of any kind.
Personal Assault Cover Bodily injury or death to the principal or employee whilst engaged in their usual occupation in the Business as a result of: robbery or attempted robbery hold-up or attempted hold-up	Included where money section is applicable	Death, Loss of Limbs or Sight, Permanent Total Disablement £10,000 Temporary Total Disablement - £50 per Week Temporary Partial Disablement £25 per Week Medical Expenses £1,000	Main Exclusions Intentional self-injury, provoked assault, or wilful exposure to peril (except in an attempt to save human life); any pre-existing physical or mental condition.

Section 4 Goods In transit

Damage to goods whilst in transit within the territorial limits during the period of insurance.

Significant features and benefits of standard	Included cover	Key limits	Significant and unusual exclusions, conditions or
cover			limitations
Cover Damage to goods whilst in Transit within the Territorial Limits	Where applicable on your policy schedule		 Exclusions Living creatures or pets; Electrical or magnetic fields, loss or erasure of electronic records;
Other Benefits			Mechanical and/or electrical
Debris Removal Costs	✓	£2,000	derangement or breakdown;Refrigerated stock where the use
Personal Possessions	✓	£500	by date of the refrigerated stock has already passed
Reloading Costs	√	£5,000	Consequential loss of any kind;Money & valuables
Sheets, Ropes and Packing Materials	✓	£1,000	 Your plant, machinery and tools; goods carried by you for hire or reward; Wear and tear Inherent vice, latent defect, action of light or atmospheric or climatic conditions; Spillage, leakage, evaporation, loss of Weight or shrinkage, the transportation of illegal substances or illegal immigrants; Breakdown of refrigeration and/or insufficient insulation, unless caused by any vehicle being directly involved in an accident; Defective or inadequate packing or insufficient addressing; Theft of goods from in or on soft topped, open topped, open sided or curtain sided vehicles, unless the conveying vehicle is stolen at the same time; Dangerous goods. Conditions Excess applicable Vehicles must be kept in a good state of repair

Section 5 Deterioration of stock

Contamination, deterioration or putrefaction of stock whilst contained in the cold chamber of a refrigerated unit in the premises.

Significant features	Included	Key limits	Significant and unusual
and benefits of standard	cover		exclusions, conditions or
cover			limitations
Cover Contamination, deterioration or putrefaction of stock whilst contained in the cold chamber of a refrigerated unit in the Premises.	✓	Per the limit stated in the schedule	 Exclusions Loss caused by wear, tear and gradual deterioration or gradually developing flaws or defects in the unit; Loss caused by failure to correctly
Other Benefits			set any temperature controls;
removal and disposal of contaminated stock	√	£2,500	 Loss caused by any refrigeration unit which is more than ten (10) years old; At the date of loss any refrigerated stock for which the 'use by' or 'sell by date' of the refrigerated stock
decontamination and cleaning of the unit	√	£2,500	 by date of the refrigerated stock has passed; Loss caused by failure of the public supply of electricity which does not exceed sixty (60) consecutive minutes; Loss caused by any deliberate act of the electricity supplier, including the exercise of its power to withhold or restrict supply; Loss caused by Your wilful neglect; Damage to the unit; Damage to stock not contained in the cold chamber of the refrigerated unit; Loss caused by the transmission or impact of any virus; Any loss for which cover is provided (or, if not purchased, is capable of being provided) under section 4 (goods in transit) of this policy.

Section 6 Loss of licence

In the event of the licence for the sale of excisable liquors and any other purposes for which the licence was issued in respect of the business carried out at the premises being forfeited, suspended or withdrawn (including any refusal to renew) by the applicable licensing authority during the period of insurance

Significant features	Included	Key limits	Significant and unusual
and benefits of standard	cover		exclusions, conditions or
cover			limitations
Cover			Exclusions
Loss of gross income due to forfeiture, suspension or withdrawal of the licence	√	Per schedule limit	Where you are entitled to obtain payment of compensation under any legislation or bye-law in respect
Charges payable to professional accountant	✓	Per schedule limit	of the forfeiture, suspension or withdrawal of the licence;
Reduction in value of the premises	✓	Per schedule limit	Where alterations to the premises are/were made without prior
Sale of the premises costs	✓	£5,000	consent; the premises where the business is conducted is closed for any period not required by law; the Premises are not maintained in a good state of sanitary condition or repair; any direction or requirement of the licensing or other authority is not complied with; Due to misconduct or by you not taking all steps necessary to keep the licence in force; resulting from any alteration of planning policy or the law affecting the grant, surrender, forfeiture, suspension or withdrawal of licences. Conditions Alternative trading arrangements will be taking into account when assessing the reduction in income; Give notice to us of any licence alteration within 30 days; Where you accountable for value added tax, cover will be exclusive of such tax.

Section 7 Employers' Liability

Provides cover against your legal liability for compensation and claimants legal costs arising from bodily injury to any employee in the course of their employment in your business.

Significant features and benefits of standard	Included cover	Key limits	Significant and unusual exclusions, conditions or
cover	Cover		limitations
Legal liability to any employee arising from bodily injury sustained during their employment during the period of insurance. This covers injury, death, disease or illness, including mental anguish or shock.	√	The Limit of Indemnity as shown in your schedule	Employment must be within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, subject to the overseas extension; All costs and expenses are included within the Limit of Indemnity.
Injury arising from an act of terrorism	√	£5,000,000	Exclusions Offshore; Overseas medical costs and
Injury arising from accidental discovery of asbestos	✓ ✓	£5,000,000	 repatriation fees; Compulsory insurance required by road traffic legislation; Acts of terrorism other than as required under statute.
Court attendance costs	√	£500 per day per director or partner/ £250 per day per employee	Conditions You must repay us if compulsory insurance requires payments beyond the sums otherwise
Indemnity to other persons/parties such as directors or employees	At your Request		payable under the policy;You are required to comply with statutory regulations for personal
Non-manual work overseas and manual work in the European Economic Area	-		protective equipment and/or the provision and use of work equipment; • You must ensure compliance, as far
Unsatisfied court judgments	✓		as reasonably practicable, with the latest government guidance on working safely during a pandemic, including the COVID-19 pandemic.
Wage Replacement following a RIDDOR reportable incident	At your Request	Maximum 52 weeks benefit	Circumstances to be notified to insurers within 21 days of knowledge of the Incident

Section 8 Public Liability

Provides cover against your legal liability for compensation and claimants legal costs arising from accidental bodily injury to any person or accidental loss or damage to third party property.

Key Features of Standard Cover	Included cover	Key limits	Significant and unusual exclusions, conditions or limitations
Legal liability to third parties for:	√	The Limit of Indemnity as shown in your schedule	 Cover Limitations Cover applies within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, subject to the overseas
Accidental bodily injury or property damage. This covers injury, death, disease or illness, including mental anguish or shock	✓		 business and personal liability extension; All costs and expenses are included within the Limit of Indemnity.
Accidental trespass or nuisance Wrongful arrest or malicious prosecution in relation to shoplifting	✓		Use of aircraft or watercraft (other than small vessels of 3 metres or less on inland
Defence costs of criminal proceedings under Consumer Protection and Food Safety Acts	✓	£500 per day per director or partner/ £250 per day per employee	waterways) or work on any aircraft or aerial device or in any airport or aerodrome; Contractual liability unless such liability would have attached without a contract; Property in your custody and
Court attendance costs	✓		control (with limited exceptions);
Legal liability incurred under Defective Premises Act 1972	✓		Damage to owned leased or rented premises (solely assumed under an agreement);
Indemnity to other persons/parties such as directors or employees	At your request		Damage to property worked upon;Defamation, libel and slander;
Indemnity to principals	At your request		Defective workmanship;Fungus, toxic mould and mildew;
Motor contingent liability	✓		Hazardous substances;Injury to employees;
Overseas business and personal liability	✓		 Motor liability; Products liability; Professional advice and design Pollution, unless caused by a sudden, accidental, unintended and unexpected incident; Use of heat away from your premises; Communicable disease.
Conditions			

Sudden and accidental pollution	✓	Equal to the limit of indemnity as shown in your schedule limited to a combined single aggregate amount for the	
		period of insurance for both public and products liability	
The Excess applicable to Section 2 Public Liability			Before we cover you under this section, you shall be responsible for any excess.

Section 9 Products Liability

Provides cover against your legal liability for compensation and claimants legal costs arising from accidental bodily injury to any person or accidental loss or damage to third party property arising from products supplied

Key Features of Standard Cover	Included cover	Key limits	Significant and unusual exclusions, conditions or limitations
Legal liability to third parties arising from accidental bodily injury or property damage caused by products supplied. This covers injury, death, disease or illness, including mental anguish or shock.	√	The Limit of Indemnity as shown in your schedule	Products must be supplied by you from your premises in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; All costs and expenses are included within the Limit of
Extensions			Indemnity; The policy does not provide
Defence costs of criminal proceedings under Consumer Protection and Food Safety Acts legislation	√		cover for products exported to North America.
Court attendance costs	✓	£500 per day per director or partner/ £250 per day per employee	 Use of aircraft or watercraft (other than small vessels of 3 metres or less on inland waterways); Contractual liability unless such liability would have attached
Indemnity to other persons/parties such as directors or employees	At your request		without a contract; Product failure due to its design Fungus, toxic mould and mildew Hazardous products including products used: in aircraft or aerial devices in medical equipment or for use in or on the human body pharmaceuticals or cosmetic products Product recall and refund Professional advice and design Pollution, unless caused by a sudden, accidental, unintended and unexpected incident
Conditions			
Sudden and accidental pollution and contamination	√	Equal to the Limit of Indemnity as shown in your schedule limited to a combined single aggregate amount for the period of insurance for both Public and	

	Products Liability	
The Excess applicable to Section 3, Products Liability		Before we cover you under this section, you shall be responsible for any excess

Cancelling your policy:

Cancellation by you:

If you find that this cover does not meet your requirements, or you do not want the insurance you can cancel it at any time. The refund of any premium paid will depend upon when you cancel the policy.

If you cancel this policy within the first 14 days after purchaser, or its renewal, or from the day on which you receive this policy or renewal documentation, whichever is the later: We will provide a refund of the premium paid less a deduction for the number of days cover you have had provided that:

- You have not made a claim
- We have not been notified of a claim or circumstances that may give rise to a claim.

If you cancel the policy after the first 14 days, we will provide a refund of the premium paid less a deduction for the number of days cover you have had and, if advised to you already, an additional administration charge, provided that:

- You have not made a claim
- We have not been notified of a claim or circumstances that may give rise to a claim.

Cancellation by us:

We can cancel this policy by giving you 30 days notice in writing. We will only do this for a valid reason. Examples of a valid reason include:

- Fraud or dishonest acts
- Non-payment of premium
- A change in risk which means we can no longer provide insurance cover

How do I make a claim?

• Should You need to report or make a claim, please contact your insurance broker or Matrix Underwriting. Matrix Underwriting's details are below.

• It will be helpful when reporting a claim if You are able to advise the Policy number and brief details of the claim.

Address: Matrix Underwriting

Hornigals,

Little Tey Road,

Feering, Colchester, CO5 9RS

E- mail <u>quotes@matrixunderwriting.co.uk</u>

Telephone: 01206 214 530

What to do in the event of a claim:

 You should take all reasonably practicable steps to mitigate or reduce further Damage or Bodily Injury. No prior approval is required.

- If possible, provide evidence in the form of photos of Damage, injury and documentation including quotes, invoices
 or receipts.
- You should not admit liability even if asked to do so by a third party.
- You shall give Us or Our representative all necessary assistance.
- All claims involving malicious Damage and/or theft must be reported to the Police as soon as reasonably practicable, and You should request a crime reference number.
- Complete and return any claim form sent to You, as soon as possible.

What if I have a complaint?

If Your complaint is about Your policy or how it was sold to You

If You have a query or complaint regarding the way the Policy was sold, or the administration of Your Policy, You should refer to the insurance intermediary who sold the Policy to You.

If Your complaint is about Your claim PART A (AmTrust Europe Limited)

At AmTrust Europe Limited, We are committed to providing a high level of service at all times but, if You believe that We have not delivered the service You expected, We want to hear from You so We can try to put things right. If You wish to make a complaint about a claim under Your Policy please contact MUML:

Matrix Underwriting Management Ltd Hornigals, Little Tey Road, Ferring Essex CO5 9RS Phone 01206 214 560 Email quotes@matrixunderwriting.co.uk Opening hours- Monday-Friday- 9am-5pm

MUML will contact You within three days of receiving Your complaint to inform You of what action they are taking. They will try to resolve the problem and provide their response within four weeks. If it will take them longer than four weeks they will explain the current position and let You know when You can expect their response.

If your complaint is about your claim PART B (Irwell Insurance Company Ltd)

At Irwell, We are committed to providing a high level of service, but if You believe that We have not delivered the service You expected from Us, please let Us know so that We can put things right. If You wish to make a complaint, please contact:

The Complaints Officer Irwell Insurance Company Limited 2 Cheetham Hill Road Manchester M4 4FB

Email: complaints@irwell.co.uk

Telephone: 0344 892 0164

We will contact You within 3 days of receiving Your complaint to inform You of what action We are taking. We will try to resolve Your complaint within 4 weeks. If it will take Us longer, We will explain why and let You know when You can expect Our final response.

Referring your complaint to the Financial Ombudsman Service

If You are not happy with Our response to Your complaint, or You have not received a response within 8 weeks of the date We received Your complaint, You may be eligible to refer Your case to the Financial Ombudsman Service.

The Financial Ombudsman Service can review complaints from 'eligible complainants', but Your complaint must be submitted to them within 6 months of receiving Our final response.

Further information can be found at:

www.financial-ombudsman.org.uk

The Financial Ombudsman Service exists to help resolve complaints when We have not been able to resolve matters to Your satisfaction.

The service they provide is free and impartial.

You can contact the Financial Ombudsman Service using the following details:

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR

Telephone: 020 7964 1000 Fax: 020 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

This complaints procedure does not affect Your legal rights.

Financial Services Compensation Scheme

The Insurers are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if We are unable to meet Our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. Such claims are protected for 90% without any upper limit. For compulsory classes of insurance, the claim will be met in full. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request, or by visiting the FSCS website at www.fscs.org.uk

FSCS contact details:

Financial Services Compensation Scheme PO Box 300 Mitcheldean GL17 1DY

Email: enquiries@fscs.org.uk
Telephone (for UK callers): 0800 678 1100 (freephone)
Telephone (for callers from abroad): +44 (0) 20 7741 4100
Web: www.fscs.org.uk