Your Business Insurance

Lexicon Business Product



Policy Summary

The Small Business Plus product is designed to meet the demands and needs of self-employed persons and small businesses (including limited companies) undertaking a variety of manual, clerical and professional trades who wish to protect their business.

As standard, the policy will provide cover for:

• Public and Products Liability

The following optional additional covers are also available:

- · Employers' Liability
- Contract Works
- Own Plant
- Hired in Plant
- Tools (including Goods in Transit)

This Policy Summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides.

Your cover is valid for 12 months and is renewable annually.

Registration and Regulatory Information

This insurance cover is provided by Covea Insurance plc, Norman Place, Reading, Berkshire RG1 8DA. Registered in England and Wales No. 613259.

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Its Firm Reference Number is 202277.

Your policy is administered by Simply Business, which are a trading name of Xbridge Limited. Registered in England and Wales No. 03967717. Registered office: 99 Gresham Street, London, EC2V 7NG.

Xbridge Limited are authorised and regulated by the Financial Conduct Authority. Their Firm Reference Number is 313348.

You can check the Firm Reference Number on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Significant features and benefits of the policy

The table below shows the benefits of this policy and the maximum amounts we will pay in the event of a claim:

Description	Cover (other limits may be available)
Public/Products Liability (Compulsory) Legal liability for injury, illness or disease to any member of the public and damage to their property occurring during the period of insurance and arising out of the business	Limits of Indemnity available: £1 Million, £2 Million, £5 Million up to £1,000,000 per period of insurance in respect of Communicable Disease
Employers' Liability (Optional) Legal liability for injury, illness, death or disease of any employee caused during the period of insurance and arising out of the business of the insured	£10 Million Limit of Indemnity
Tools Cover (Optional) Damage to hand held portable tools and equipment owned for use in connection with the business Option to extend cover for tools while securely locked in a vehicle overnight	Limits available: £1,000, £2,000, £3,000, £4,000, £5,000, £6,000, £7,000, £8,000, £9,000 & £10,000 Single Article Limit of £500 or 20% of the sum insured whichever is greater
Goods in Transit (included with Tools Cover) Damage to goods pertaining to the business whilst in or on or being loaded into or onto or unloaded from any motor vehicle owned by or operated under the direct control of the Insured	£2,000 Maximum Limit any one occurrence
Contract Works (Optional) Damage to temporary and permanent works executed by the insured including materials supplied or used in connection with the contract	Limits of cover available: £50,000, £100,000, £200,000, £250,000, £500,000
Own Plant (Optional) Damage to constructional plant tools and equipment owned by the insured	Limits of cover available: £5,000, £10,000, £15,000, £20,000, £25,000
Hired in Plant (Optional) Damage to constructional plant tools and equipment hired in by the insured	Limits of cover available: Hired in based on the maximum single article limit of £5,000, £10,000, £15,000, £20,000, £30,000, £40,000, £50,000

Significant features and benefits of the policy continued

Description

Significant features and benefits of the policy

- Up to 15 manual employees can be included on the policy
- Automatic temporary employees extension for up to 50 working days per year
- Health and Safety at Work Act legal fees and costs
- Wide work definition for most trades
- Legal liability arising out of the Defective Premises Act (1972)
- · Legal liability for work carried out by bona fide subcontractors working for you
- Contingent Motor Third Party Liability in respect of vehicles used in connection with the business
- Contractual liability
- · Corporate manslaughter cover
- Court attendance costs
- Indemnity to Principal
- Work overseas extension for non-manual temporary work undertaken anywhere in the world
- Option to extend Employers' Liability to include injury to working partners

Significant and unusual exclusions or limitations of the policy

- Alteration in Risk Condition
- Fair Presentation of the Risk Condition
- Fraudulent Claims Condition
- Sanctions Condition
- War. Government Action and Terrorism Exclusion
- Radioactive Contamination Exclusion
- Electronic Risk Exclusion (not applicable to Section B Public and Products Liability and Section C Employers' Liability if insured by the Policy)
- Communicable Disease Exclusion (not applicable to Section B Public and Products Liability and Section C Employers' Liability if insured by the Policy)

The table below shows exclusions that are contained in your policy and where they can be found. For full details of the exclusions and policy excesses, please refer to the policy and quote documentation.

Description	See Policy Booklet
Section B: Public Liability	
Excesses:	
For full details of the policy excesses please refer to the policy schedule	
 Additional employees not covered by the temporary employees extension that are taken on during the period of insurance and are not disclosed within 14 days – £500 	Page 15
General:	
Damage to physical property belonging to or leased let or rented or hired to or in the charge or custody or control of you or any employee	Page 17
Bodily injury or damage arising from or contributed to by any design plan specification or advice provided	Page 17
(a) for work not undertaken by you	
(b) by any architect, quantity surveyor, or consulting engineer or	
(c) by any person other than you	
• The cost of:	Page 17
(a) rectifying defective workmanship;	
(b) repairing or replacing faulty goods supplied or work carried out	Page 17
Insurance required under clause 6.5.1 of the standard form of building contract or any similar clause	Page 15
Bodily injury or damage arising from the failure or partial failure of any fire, security or warning device to fulfil its intended function	Page 17
• Liability arising from the ownership or use of mechanically propelled vehicles for which compulsory insurance is required by any road traffic legislation	Page 17
Injury to employees	Page 17
Injury or damage arising from work involving asbestos	Page 17
Terrorism	Page 10
• Liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:	Page 17
(a) any Cyber Act or Cyber Incident including but not limited to any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident	
(b) loss of use, reduction of functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data	
This Exclusion shall not apply in respect of: (i) Bodily Injury	
(ii) physical damage to material property	
directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act	
or a Cyber Incident	
Section C: Employers' Liability (Optional)	
General:	
• Injury when the employee is entering or getting onto, travelling in or alighting from a motor vehicle in	Page 19
circumstances where road traffic legislation requires insurance or security	
The use of power driven woodworking machinery other than portable tools applied to the work by hand (Cover for the use of such machinery can be included for an additional premium)	

Description	See Policy Booklet
Section D: Tools Cover (Optional)	
Excesses:	
Please refer to the policy schedule for the applicable excesses	
Standard Plus Cover	
 Standard Cover Standard cover excludes overnight theft from unattended motor vehicles and is shown by the application of Endorsement 24 on the schedule 	
Standard Plus cover includes overnight theft from unattended motor vehicles	
General:	
• Any single article exceeding £500 or 20% of the sum insured whichever is greater	Page 20
Loss or damage to tools whilst lent out or hired out	Page 20
Damage to tools from wear and tear, rust, breakdown, cleaning, repair or restoration	Page 20
• Theft from unattended motor vehicles, trailers, rooms or boxes where there is no forcible or violent entry to the vehicle, trailer, room or box	Page 20
 Damage to portable computer and ancillary equipment and portable telecommunication equipment caused by theft or attempted theft from any unattended motor vehicle unless the vehicle is securely locked and the insured property is hidden from view 	Page 20
Damage to portable computers and ancillary equipment and portable telecommunication equipment caused by programming or operator error	Page 20
The basis of settlement of any claim in respect of tools shall be:	Page 20
(a) where a tool is damaged, the cost of replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than its condition immediately prior to the damage	
(b) where a tool is lost, destroyed or damaged beyond repair, the cost of its replacement by similar property in a condition as good as, but not better or more extensive than its condition immediately prior to the damage.	
Section E: Goods in Transit (Included with Tools Cover)	
General:	
Damage caused by deterioration or any inadequate packing or insulation	Page 21
Damage caused by theft or attempted theft from any unattended vehicle unless:	Page 21
(a) the vehicle is securely locked at all points of access	
(b) between the hours of 7pm and 6am the vehicle is kept within a securely locked compound or building	
Damage due to delay or any other indirect loss	Page 21
Section F: Contract Works (Optional)	
Excesses:	
Please refer to the policy schedule for the applicable excesses	
General:	
Damage to the contract works while in transit by sea or air	Page 23
Damage to any pre-existing structure building or other property at the contract site including contents	Page 23

Description	See Policy Booklet
Section F: Contract Works (Optional)	
Damage to any part of the contract works	
(a) in respect of which a certificate of completion has been issued unless such damage be occasioned within 14 days of the date of issue of a certificate of completion but only to the extent you are responsible under the conditions of the contract	Page 23
(b) which has been handed over to the principal	Page 23
(c) which is in occupation or use by or in possession of the principal or with your permission any other person for any purpose other than the performance of the contract	Page 23
(d) which arises after practical completion where no certificate of completion is to be issued	Page 23
Damage to any part of the contract works due to or attributable to	
(a) any wear and tear, rust, corrosion, mildew or other gradual deterioration of or vermin or insect	Page 23
(b) the mechanical electrical or electronic breakdown failure or derangement or explosion	Page 23
(c) any defect in the materials or workmanship	Page 23
(d) any faulty or defective design plan or specification of or advice relating to that part	Page 23
Damage for which you are not responsible under the terms of the contract	Page 23
 Any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence 	Page 23
 Any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or indirect loss of any kind 	Page 24
• Theft from any unattended motor vehicle or trailer unless it is contained in a securely locked building and there is evidence of forcible and violent entry to or exit from the building	Page 24
Damage arising from	
(a) the making of sewers or other excavations exceeding in any part of a depth of 3 metres from the surface	Page 24
(b) any work connected with tunnels, reservoirs, dams, viaducts, bridges or mines	Page 24
(c) any work under or over water	Page 24
Damage to the contract works upon which work has been suspended for a period in excess of 30 days	Page 24
Damage to portable computer equipment and ancillary equipment and/or portable telecommunications equipment	Page 24
Terrorism	Page 10
Damage caused by pollution or contamination other than that to the contract works	Page 24
Section G: Own Plant (Optional) Excesses: Please refer to the policy schedule for the applicable excesses	
General:	D 25
• £25,000 maximum sum insured for any one item	Page 25
Damage to the plant while in transit by sea or air Output to the plant while in transit by sea or air Output to the plant while in transit by sea or air Output to the plant while in transit by sea or air Output to the plant while in transit by sea or air Output to the plant while in transit by sea or air Output to the plant while in transit by sea or air Output to the plant while in transit by sea or air Output to the plant while in transit by sea or air Output to the plant while in transit by sea or air Output to the plant while in transit by sea or air Output to the plant while in transit by sea or air Output to the plant while in transit by sea or air Output to the plant while in transit by sea or air Output to the plant while in transit by sea or air Output to the plant while in transit by sea or air air air air air air air air air ai	Page 25
Damage to any part of the plant due to or attributable to	Page 25
(a) any wear and tear, rust, corrosion, mildew or other gradual deterioration of or vermin or insect	
(b) the mechanical, electrical or electronic breakdown, failure or derangement or explosion	Dago 25
Any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence	Page 25
 Any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or indirect loss of any kind 	Page 25

Description	See Policy Booklet
Section G: Own Plant (Optional)	
Confiscation, nationalisation, requisition or destruction of or damage to property by or under the Order of any Government or Public or Local Authority	Page 25
Damage to portable computers and ancillary equipment and portable telecommunications equipment	Page 25
• Theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible or violent entry or exit to the compound or building	Page 25
 Damage caused by theft or attempted theft away from any contract site unless it is: (a) kept in a securely locked compound or building and there is evidence of forcible or violent entry to or exit 	Page 25
from the compound or building (b) in transit but excluding	
(i) theft from any unattended motor vehicle unless the vehicle is locked at all points of access	
(ii) theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible or violent entry to or exit from the compound	
or building • Terrorism	Page 10
Section H: Hired in Plant (Optional)	
Excesses:	
Please refer to the policy schedule for the applicable excesses	
General:	
Damage to the plant while in transit by sea or air	Page 26
Damage to any part of the plant due to or attributable to	Page 26
(a) any wear and tear rust corrosion mildew or other gradual deterioration of or vermin or insect	
(b) the mechanical electrical or electronic breakdown failure or derangement or explosion	
Any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence	Page 26
Any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or indirect loss of any kind	Page 26
Confiscation, nationalisation, requisition or destruction of or damage to property by or under the Order of any Government or Public or Local Authority	Page 26
Damage to portable computers and ancillary equipment and portable telecommunications equipment	Page 26
• Theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible or violent entry or exit to the compound or building	Page 26
Damage caused by theft or attempted theft away from any contract site unless it is:	Page 26
(a) kept in a securely locked compound or building and there is evidence of forcible or violent entry to or exit from the compound or building	
(b) in transit but excluding	
(i) theft from any unattended motor vehicle unless the vehicle is locked at all points of access	
(ii) theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible or violent entry to or exit from the compound or building	
Terrorism	Page 10

Important note:

In addition there are specific exclusions and limitations that will apply to certain trades and you should discuss your specific requirements with your broker to ensure the cover provided is suitable for your needs.

For example:

For Roofers

Cover will be restricted only for work on buildings of not more than four floors (including basement and attic) occupied solely as private dwellings, shops, offices, hotels, public houses, guest houses, schools, colleges, residential, retirement or nursing homes.

A 15 metre height limit will also apply.

In addition the use of heat and fixed wood working machinery is excluded.

A £500 excess will apply.

Clerical and Professional Trades such as Architects and Accountants

Cover will exclude Professional Indemnity and manual work away.

A £250 excess will apply.

Important notes

Application of heat and fire precautions

Please see below a copy of the policy booklet relating to the precautions required when carrying out work involving the use of heat.

This condition does not override any endorsement on the policy excluding the use or application of heat or use of any equipment or materials otherwise covered by this condition.

It is a condition precedent to our liability that the following precautions will be complied with by you and/or any employee and/or any of your sub contractors whenever work is undertaken away from your own premises involving the use of electric oxy-acetylene or other welding or flame cutting equipment blow lamps blow torches hot air guns tar bitumen or asphalt heaters or any other work involving the use or application of heat or the use of angle grinders

- (a) a thorough examination of the immediate vicinity of the work including the area on the other side of any wall door partition roof or other horizontal structure shall be made to ensure that no combustible materials (including materials to be worked upon or which have been worked upon and to the greatest extent practical any materials in the course of being worked upon) are in danger of ignition by direct or conducted heat
- (b) any combustible material (including materials to be worked upon or which have been worked upon and to the greatest extent practical any materials in the course of being worked upon) shall be removed to a distance of not less than 10 metres from the point of work and any combustible materials (including materials to be worked upon or which have been worked upon and to the greatest extent practical any materials in the course of being worked upon) which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection
- (c) there is to be kept available for immediate use at the site of the work either one portable multi purpose dry powder or Carbon Dioxide fire extinguisher with a minimum capacity of 4.00 Kilograms or a water fire extinguisher of not less than 8 litres capacity made to current European Standards and serviced in accordance with current European Standards
- (d) the ignition and operation of all equipment shall be strictly in accordance with the manufacturer's instructions
- (e) no lighted or switched on equipment is to be left unattended and hot tools and hot tips not in use are to be placed in incombustible containers
- (f) any gas cylinders for the equipment used are to be removed from the point of application of heat as far as practicable during use and outside the premises or at least 15 metres from the point of application of heat when not in use

(g) for one hour after completion of each period of work involving the application of heat and after the completion of work involving the application of heat in any area in such circumstances that the area previously worked upon ceases to be sufficiently visible to ensure that any outbreak of fire or signs of the possible outbreak of fire will be noticed in any area or areas in which work has been carried out shall not be left unattended and a thorough inspection of the area surrounding the work including that described in paragraph (a) above shall be made at frequent intervals up to the end of the period of one hour to ensure that nothing is smouldering and there is no risk of fire including the area on the other side of any wall door partition roof or other horizontal structure

In addition it is a condition precedent to our liability that whenever tar bitumen asphalt or pitch heaters are in use away from your premises tar bitumen asphalt or pitch should be carried in a suitable vessel and the vessel is to be located at ground level and in the open air.

Customer Information

How to contact us to make a claim

If you need to make a claim please contact:
Simply Business Claims Team
16 Park Place, Cardiff, South Glamorgan, Wales, CF10 3DQ

Alternatively notify Simply Business at:

E: simplybusiness@uk.sedgwick.com

T: 0333 207 0560

You should:

Provide Simply Business with full details of your claim as soon as possible after the event and always within 30 days.

Immediately notify the Police following loss or damage by theft, attempted theft or malicious damage and obtain the Crime Reference Number.

Take all steps necessary to reduce further loss, damage or injury.

See the How to make a Claim section at the back of the policy booklet for full details of how to make a claim and how we settle your claim.

Please have your policy number to hand when phoning

How to cancel your policy

If you do not want to accept the policy you have the right to cancel it within 14 days from the date of purchase of your policy or the day you receive your policy documentation, whichever is later. To do this you must return the policy documentation to Simply Business when giving your instruction to cancel.

If cover has not yet started a full refund will be given. If cover has started we will refund the premium for the exact number of days left on the policy, less any additional charge per Simply Business's Terms of Business. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance. We will also do this if you want to cancel the policy within 14 days after the renewal date.

You may cancel the policy at any other time by contacting Simply Business.

If you cancel your policy after 14 days and a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance, we will not refund any part of the premium. If you have a Loan Agreement with us, all outstanding monies must be paid to us as described in Your Loan Agreement.

If no claims have been submitted and there have been no incidents that are likely to give rise to a claim during the current period of insurance, we will refund the premium for the exact number of days left on the policy, less any additional charge per Simply Business's Terms of Business.

Complaints Procedure

Our Service

We and Simply Business will always endeavour to provide the highest level of customer service to you.

Simply Business's Procedure

If you feel that Simply Business have failed to maintain the highest level of customer service to you detailed here is the procedure they will use to promptly and fairly deal with any issue you raise.

Please note that Simply Business record and monitor all complaints centrally to ensure the matter is dealt with properly and that action is taken to avoid a similar problem arising in the future.

What to do next

You may register your complaint by e-mail, in writing, by telephone or in person but whichever method of communication you choose Simply Business will give each the same level of importance.

e-mail: contact@simplybusiness.co.uk

or visit: www.simplybusiness.co.uk/complaints

Customer Services Simply Business Sol House 29 St Katherine's Street Northampton NN1 2QZ T: 0333 014 6683

What Simply Business need to know

Simply Business need you to help them by summarising the problem, policy(ies) affected and the resolution you expect. Please ensure whenever possible that you quote any customer reference number.

What Simply Business will do

Simply Business's complaints investigation will follow the rules and guidelines of the Financial Conduct Authority. The minimum standard you should expect from Simply Business is as follows:

If Simply Business resolve your complaint by the close of 3 business days, you will receive a summary resolution communication in writing. This response will include:

- the fact that a complaint was made and is now considered resolved either by accepting the complaint and offering redress or rejecting the complaint with a full explanation of reasons; and
- information about the Financial Ombudsman Service, including the website address and possible right of referral.

Should Simply Business be unable to resolve your complaint at the 3 business day stage, Simply Business will escalate this to a formal complaint stage. Simply Business will notify you with an acknowledgement letter, outlining timescales and who will be handling your complaint.

Simply Business will send you a final response letter within 8 weeks of receipt of the complaint. This will either:

- accept the complaint and offer redress or remedial action where appropriate; or
- offer redress or remedial action without acceptance of the complaint; or
- reject the complaint and give reasons; and
- enclose information about the Financial Ombudsman Service including a copy of the Financial Ombudsman Service's standard explanatory leaflet, website address and possible right of referral.

Customer Information

continued

Complaints concerning insurers

If your complaint concerns an insurer, Simply Business will make sure the full details of your complaint are passed to them, in order to respond within 3 business days.

Covéa Insurance's Procedure

If the complaint concerns us Simply Business will make sure your complaint is passed to us in order to respond to you quickly. However, if you wish to contact us directly please use the following details:

A: Customer Relations Covea Insurance Norman Place Reading, Berkshire RG1 8DA

T: 0330 221 0444

W: www.coveainsurance.co.uk

E: customer.relations-rdg@coveainsurance.co.uk

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in our leaflet 'Complaints Procedure' which is available on request or may be downloaded from our website at www.coveainsurance.co.uk/complaints.

If you remain dissatisfied

You may be an eligible complainant within the rules of the Financial Ombudsman Service.

Their jurisdiction covers these matters other than for organisations whose turnover or net assets are greater than €2 million and have fewer than 10 employees.

This means should you remain dissatisfied with Simply Business's summary resolution communication or the final response letter, or more than 8 weeks have passed since the receipt of your complaint, you may refer your complaint to the Financial Ombudsman Service.

E-mail

complaint.info@financial-ombudsman.org.uk

or visit:

www.financialombudsman.org.uk/consumer/complaints.htm

Financial Ombudsman Service Exchange Tower London E14 9SR

Tel: 0800 023 4567 or 0300 123 9123

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme. You may be entitled to receive compensation from the scheme if we cannot meet our obligations.

Further information is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. www.fscs.org.uk.

