

# Profile

Since its formation in 1988, LFC Insurance Group has never lost sight of its roots and the importance of the value of high quality service to set itself above the competition.

The new LFC Shield range of **Business Guardian** policies has therefore been launched.

**Business Guardian** policies are backed by LFC Shield's commitment to provide a quality product and have been developed specifically to protect the assets of those who have established successful and well managed businesses.

**Business Guardian** policies are arranged by LFC Shield and underwritten by Sterling Insurance Company Ltd exclusively for LFC Shield

## Flexibility

**Business Guardian Property Owners** is a flexible insurance policy which has been designed specifically to meet a wide variety of business needs of property owners or those acting on their behalf and is suitable for Commercial, Industrial and Residential properties.

## Safety and security advice

To assist in the protection of your business and to minimise the risk of disruption, Sterling may wish to survey your premises, which will be completed free of charge. Sterling will give the advice you need in respect of fire precautions, security, health and safety and other appropriate loss prevention factors.

## Choice

The policy provides cover for

- Property Damage**
- Rent**
- Employers Liability**
- Property Owners Liability**
- Terrorism**

The sections selected can be tailored to meet your needs.

## Quality claims service

Highly skilled claims teams, working with selected loss adjusters, will ensure that your claim receives priority attention and fair and prompt settlement. Their prime concern will be to get you back in business as soon as possible.

## Value for money

The individual method of cover selection and premium calculation tailors the cost to your particular business.

## Monthly premium payment

LFC Shield monthly payment plan has been designed to help spread the cost over the year. Monthly premiums can be transferred direct from your bank account. A separate application form will need to be completed, and this is available from your professional adviser.

**Note:** This service is not provided by Sterling Insurance Company Ltd.

## Quality service

Over the years LFC Shield has successfully built a reputation for excellent technical expertise and a willingness to seek solutions to individual problems.

# Business Guardian Property Owners

## Summary of Cover

The following pages summarise the wide protection and benefits available with the **Business Guardian Property Owners** policy. You should read it carefully before completing your application. This policy summary does not contain the full terms and conditions which can be found in the policy document, a copy of which is freely available on request from your professional insurance adviser or LFC Shield.

This Summary does not constitute any evidence of insurance.

### **Business helpline services, available 24 hours a day, 365 days a year**

#### **Premises helpline**

Provides an advice and action service for a whole range of business related issues from emergencies and preventative measures to general advice on premises matters. One call and immediate arrangements will be put in hand to deal with the emergency or advice requested. All costs of repairs are your responsibility unless they are recoverable under the terms of the policy.

#### **Legal helpline**

Direct telephone access to specialists who will provide you with confidential advice on legal problems relating to your business. For example - employment disputes, statutory regulations, landlord and tenant disputes, consumer or contract law, VAT tribunals and other taxation matters.

Where necessary the verbal advice that is given can be confirmed in writing.

#### **Counselling helpline**

A valuable support service to help your employees and their families through those difficult times, whether because of stress, anxiety, depression, bereavement or other personal problems. It includes onward referral to relevant voluntary and/or professional services, where appropriate.

The above helpline services are provided by DAS Legal Expenses Insurance Company Ltd, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

### **Glass helpline**

A fast glass and frame replacement service utilising a nationwide fleet of radio controlled mobile glaziers operated by Solaglas Replacement Glazing, Ashbourne House, Fishponds Road, Bristol BS5 6SH. If the damage is covered by the policy, you pay nothing apart from the policy deductible and VAT. Sterling will be invoiced direct.

### **Confidentiality**

You are promised complete confidentiality and security in all matters relating to your insurance arrangements.

### **Satisfaction**

Your premium will be refunded in full if you are not satisfied with the cover provided by your policy if it is returned within 14 days of issue, **but** if there has been an incident which has resulted or could result in a claim you must reimburse any amounts which have paid or may be required to be paid in respect of that incident.

### **Risk management and security**

Significant premium discounts are available to recognise your investment in high quality premises combined with superior standards of management, housekeeping, fire safety and security.

### **Minimum premiums**

Minimum premiums may apply to individual sections and the policy.

## **IMPORTANT**

To obtain the full benefit from your insurance it is important that the sums insured are adequate at all times. If they are inadequate then in the event of a claim the amount payable will be reduced in proportion to the degree of underinsurance.

**Any item insured in respect of buildings will be index linked to provide a measure of protection against the effects of inflation.**

It makes sense to review the sums insured regularly, particularly if you have refurbished your premises, purchased new equipment or increased stock levels or staff.

Seek professional advice to ensure that the sums insured are correct. Insurance cover does not commence until confirmed by LFC Shield or through your professional adviser.

You will be required to complete a proposal form or a statement of fact will be issued. Insurance cover is subject to acceptance of the proposal form or statement of fact by LFC Shield. To avoid any delay in the acceptance of your application please answer all questions fully and provide any supplementary information which is required.

## General Policy Conditions and Exclusions

The **Business Guardian Property Owners** policy contains general policy conditions such as cancellation, change of risk, reinstatement of sums insured, reasonable care, subjectivity, compliance with warranties and fraud. This is not an exhaustive list.

All sections may be subject to special conditions. Please refer to a specimen policy wording for full details. The **Business Guardian Property Owners** policy contains general policy exclusions which are summarised below

- radioactive contamination (but such contamination caused by terrorists may be covered under the Terrorism section, if selected)
- war, invasion, civil war, rebellion or revolution
- any act of terrorism, other than in respect of bodily injury to an employee arising out of and in the course of employment in the business (Note: cover for most acts of terrorism is available under the Terrorism section)
- sonic bangs
- confiscation, nationalisation or requisition by any government or authority
- computer viruses
- gradual pollution or contamination
- property being heated
- overrunning or self-heating of electrical machines not resulting in fire
- theft by you or any of your directors, partners or employees
- theft, malicious damage, escape of water or oil or breakage of glass or sanitary ware when your business has ceased to trade or your premises are unfurnished or untenanted
- disappearance, unexplained loss or inventory shortage
- failure of any computer to recognise a valid date.

### Section 1 - Property Damage

Providing a wide range of covers including buildings and contents on a 'reinstatement as new' basis. Select the cover you need to suit your requirements.

In establishing the correct sum insured for buildings you should note the definition of buildings in the policy includes

The buildings and outbuildings including landlord's fixtures and fittings and their foundations, extensions, annexes, gangways, conveniences, outbuildings and sub-stations; walls, fences and gates; piping, ducting, cable wires and associated control gear and accessories, fuel tanks, telephone, gas, water and electric meters, fibre optic or integrated services, digital

network lines, on the premises or in the buildings and extending to the perimeter thereof or the public mains, yards, car-parks, pavements, pathways and roadways; sanitary ware, fixed glass, fanlights, skylights and partitions for which you are legally responsible.

### Standard perils

Loss or damage caused by

- fire, lightning, explosion, aircraft
- theft involving forcible and violent entry or exit and theft involving assault of or violence to you or your employees
- riot or civil commotion, malicious damage
- earthquake, impact, storm or flood
- escape of water or oil, sprinkler leakage
- falling trees or branches
- accidental damage

### Automatically included

- alternative accommodation
- architects' and surveyors' fees
- theft of fixed materials forming part of the buildings up to £5,000
- capital additions up to 10% of sum insured (maximum £500,000)
- contents of common parts up to £25,000
- contracting purchaser
- debris removal
- service pipes or cables
- external CCTV equipment and security lighting up to £5,000
- refilling of fire extinguishing equipment
- involuntary betterment up to 10% or £50,000 whichever is the lesser amount
- reinstatement of landscaped gardens and grounds following damage by emergency services vehicles up to £50,000
- loss of metered gas up to £10,000
- loss of metered water up to £10,000
- public authorities' or EC legislation costs
- temporary removal
- replacement of locks and keys following theft of keys up to £2,000
- trace and access up to £10,000
- unauthorised use of electricity gas or water up to £25,000

Higher limits may be available on request.

### Main exclusions

- the relevant excess as stated in the schedule
- damage by subsidence, ground heave or landslip
- damage caused by wear and tear or any gradually operating cause, electrical or mechanical breakdown.

### **Subsidence**

- whilst not insured as a standard peril, cover for Subsidence may be available subject to additional premium and terms

### **Fire alarm and fire extinguishing equipment**

Your policy will contain a general condition precedent to the liability of the Company that all fire break doors and shutters, fire extinguishers, sprinkler systems and fire alarms in the buildings be maintained in efficient working order at all times.

All changes of or to such devices or equipment must be notified to LFC Shield.

### **Inflation protection**

To provide a measure of protection against the effects of inflation any item in respect of buildings insured under this section will be adjusted automatically in line with the monthly movements in the appropriate indices. Any resulting increases in the sums insured will be provided free of charge until next renewal.

Please note that this alone can not guarantee that you are adequately insured. It is important that the sums insured you select are up to date. Check your sums insured regularly to ensure that you benefit fully from the inflation protection given under this section.

## **Section 2 - Rent**

This section provides protection against loss of rent receivable during the selected indemnity period following damage to property insured by any of the perils selected by you under the Property Damage section.

### **Selecting the indemnity period**

Twelve months should be considered as the minimum period. A longer period can be selected if required.

### **Automatically included**

- additional expenditure reasonably incurred to avoid or reduce loss of rent
- capital additions
- contagious diseases up to £250,000
- contractor purchaser protection
- denial of access up to £25,000
- managing agents fees up to £5,000
- rent review
- tenants' additional expenditure up to £10,000
- utilities

## **Section 3 - Employers' Liability**

Complies with current UK legislation relating to compulsory insurance for legal liability for damages arising from injury to employees in connection with their employment.

Limit of indemnity - £10,000,000 any one cause (£5,000,000 if arising out of terrorism).

### **Automatically included**

- legal costs incurred in the defence of criminal proceedings in respect of a breach of the Health and Safety at Work etc Act 1974 - limit £250,000 in any one period of insurance
- compensation for court attendance as a witness at our request, not exceeding £250 per day for directors or partners or £100 per day for employees
- legal defence costs and expenses incurred with our written consent.

### **Territorial limits**

- anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and temporary visits for non-manual work elsewhere in the world.

### **Main exclusions**

- liability arising from and/or caused by any processes or work in connection with any of the following
  - a) asbestos
  - b) power stations, nuclear installations or establishments
  - c) refineries, bulk storage or production premises in the oil, gas or chemical industries
  - d) offshore installations, oil or gas rigs
  - e) railways or railway installations
  - f) towers, steeples, chimney shafts, bridges, viaducts, dams, reservoirs, wells, tunnels, mines, quarries or blast furnaces
  - g) aircraft, aerospace devices, hovercraft or watercraft (unless hand propelled or less than 7 metres in length)
  - h) work underground, underwater or airside
  - i) loading or discharging of vessels or other work on ships
  - j) piling or the use of explosives
  - k) any demolition other than structures not exceeding two storeys (plus basement) in height and where such work is an incidental part of a contract undertaken by you
- liability arising from exposure to or inhalation of asbestos
- actions brought outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

## **Section 4 - Property Owners' Liability**

Covers legal liability for accidental bodily injury to tenants and the general public or damage to their property.

Limit of indemnity - £2,000,000 any one cause

Cover also extends to include other legal liabilities such as interference with or loss of enjoyment of property as a result of obstruction, trespass or nuisance; non-owned motor contingent liability; cross liabilities; leased, hired or rented premises; those incurred under the Defective Premises Act 1972; movement of obstructing vehicles.

### Automatically included

- legal costs incurred in the defence of criminal proceedings in respect of a breach of the Health and Safety at Work etc Act 1974 - limit £250,000 in any one period of insurance
- compensation for court attendance as a witness at our request, not exceeding £250 per day for directors or partners or £100 per day for employees
- indemnity to managing agents
- legal defence costs and expenses incurred with our written consent - in addition to the limit of indemnity.

### Territorial limits

- anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and temporary visits for non-manual work elsewhere in the world.

### Main exclusions

- liability arising from and/or caused by any processes or work in connection with any of the following
  - a) asbestos
  - b) power stations, nuclear installations or establishments
  - c) refineries, bulk storage or production premises in the oil, gas or chemical industries
  - d) offshore installations, oil or gas rigs
  - e) railways or railway installations
  - f) towers, steeples, chimney shafts, bridges, viaducts, dams, reservoirs, wells, tunnels, mines, quarries or blast furnaces
  - g) aircraft, aerospace devices, hovercraft or watercraft (unless hand propelled or less than 7 metres in length)
  - h) work underground, underwater or airside
  - i) loading or discharging of vessels or other work on ships
  - j) piling or the use of explosives
  - k) any demolition other than structures not exceeding two storeys (plus basement) in height and where such work is an incidental part of a contract undertaken by you.
- any machinery or boiler that does not have an inspection certificate as required by law
- vehicles used in circumstances where road traffic legislation requires insurance or security
- liability arising out of products
- liability arising from exposure to or inhalation of asbestos
- professional liability
- provision of advice or any plan, design, formula or specification given separately for a fee
- the use of welding or flame cutting equipment or asphalt, bitumen or tar heaters away from your premises
- fines, penalties or liquidated, punitive or exemplary damages
- the relevant excess as stated in the schedule in respect of property damage claims occurring away from your premises
- actions brought outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

## Section 5 - Terrorism

Damage caused by an act of terrorism committed in England, Wales or Scotland (but not adjacent territorial seas nor the Isle of Man or the Channel Islands) to all of the property in those areas that you have insured under the Property Damage and All Risks sections of the policy, up to the sums insured that you have selected.

In addition, you can choose to insure consequential loss or irrecoverable outstanding debit balances resulting from damage to that property caused by an act of terrorism, up to the sums insured you have selected under the Business Interruption and Book Debts sections of the policy.

### Note:

- "act of terrorism" means acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- the cover will apply to most causes of terrorism damage even if the cover under the other section(s) of the policy is limited to certain specified contingencies
- any cover against loss of rent or alternative accommodation provided by the Property Damage section of the policy can be insured as consequential loss under the Terrorism section
- the cover is not subject to any provision for the automatic reinstatement of sums insured or for inflation protection, nor any Long Term Agreement or Undertaking which may apply to any other section of the policy.

### Main exclusions

- riot, civil commotion and war risks
- virus or similar mechanism, hacking or denial of service attack in respect of computer equipment
- any nuclear installation or nuclear reactor
- any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes
- any property covered under any transit or aviation or marine policy other than the Goods in Transit section of the policy
- any property specifically excluded from any section of the policy.

## Customer Service Information

### 1. Sterling Insurance Company Limited

Sterling Insurance Company Limited is a private company limited by shares, registered in England and Wales number 498605. It is authorised and regulated by the Financial Services Authority (FSA). The FSA is the independent watchdog that regulates financial services.

### 2. Disability Discrimination Act 1995

In accordance with the Disability Discrimination Act 1995 we are able to provide upon request a textphone facility, audio tapes, large print documentation and Braille documentation. Please advise us if you require any of these services to be provided so that we can communicate in an appropriate manner.

### 3. Law applicable to the contract

Sterling Insurance Company Limited proposes to choose English law as the law applicable to the contract unless we agree another choice of law with you prior to the start date.

### 4. Premiums

Premiums are payable annually. Insurance premium tax, as imposed by current legislation, is incorporated into all premiums.

### 5. Duration of contract

The first period of insurance under your **Business Guardian Property Owners** policy will be 12 months unless otherwise requested by you and agreed by LFC Shield.

### 6. Financial Services Compensation Scheme

Sterling Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claims. Further information about compensation scheme arrangements is available from the FSCS.

### 7. Notification of a claim

If you have a claim, or are aware of an incident that could result in a claim, please contact LFC Shield on 01206 212960 or 01206 213246 evenings and weekends. Alternatively, you may contact Sterling on 0845 2711300.

## Enquiries or complaints

If you have any enquiry or are dissatisfied regarding the suitability of this policy for your needs or the information you received whilst it was originally being arranged or discussed by LFC, please contact LFC Shield at LFC Insurance Group, LFC House, Knight Street, South Woodham Ferrers, Essex, CM3 5ZL, telephone 01245 320033. It would be useful if you have the policy and/or the claim number available when you contact LFC.

If you have a complaint concerning a claim or about the policy or any issues regarding Sterling Insurance Company Limited, you should contact, the Customer Services Manager at Sterling Insurance Company Limited, at 3rd Floor, Blackburn House, 22-26 Eastern Road, Romford, Essex RM1 3PJ, telephone 01708 777900. It would be useful if you have the policy and/or claim number available when you contact Sterling.

(A copy of Sterling's complaints procedure is available on request by writing to the Customer Services Manager, at 3rd Floor, Blackburn House, 22-26 Eastern Road, Romford, Essex RM1 3PJ or by telephoning 01708 777900)

If you are not satisfied with the way your complaint has been handled, you may be able to refer to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR; telephone 0845 080 1800. Please note that the Financial Ombudsman Service will normally only consider a complaint once Sterling or LFC have issued a final decision.

Nothing in the terms and conditions of this policy will reduce your statutory rights relating to faulty or mis-described goods or services. For further information about your statutory rights, you should contact your local authority Trading Standards Department or Citizen's Advice Bureau.

Following this procedure will not affect your legal rights.

**Business Guardian** policies are underwritten by:

Sterling Insurance Company Limited  
Registered in England and Wales No. 498605  
Registered Office: Ambassador House, Paradise Road, Richmond upon  
Thames, Surrey TW9 1SQ  
Authorised and regulated by the Financial Services Authority

and arranged by:

LFC Insurance Group  
Registered in England and Wales No. 02500933  
Registered Office: LFC House, Knight Street, South Woodham Ferrers  
Chelmsford Essex CM3 5ZL  
Authorised and regulated by the Financial Services Authority