

# 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

Aimed at manufacturing, processing, distributive and service businesses, **Business Guardian Trade** is the flexible insurance policy which has been designed specifically to meet a wide variety of today's business insurance needs.

## Choice

Every business or trade is different. Select the insurance you need from the following sections. Whichever you choose, you will still have the benefit of one policy, one premium and one renewal date.

- Property Damage
- Business Interruption
- Money and Personal Assault
- Glass
- Employers' Liability
- Public Liability
- Products Liability
- Deterioration of Refrigerated Stock
- All Risks
- Book Debts
- Goods in Transit
- Loss of Licence
- Terrorism

## Value for money

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

## 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.

## 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.

## 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.

## 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.

# Business Guardian Trade Summary of Cover

The following pages summarise the wide protection and benefits available with the **Business Guardian Trade** 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 Trade** 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 Trade** 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.

### Additional Clauses

The Covers provided under Section 1 - Property Damage and Section 9 - All Risks sections are extended to provide you with comprehensive asset protection.

Automatically included under Section 1 - Property Damage and Section 9 - All Risks

- architects' and surveyors' fees
- capital additions up to 10% (maximum £500,000)
- collusion
- debris removal (including stock)
- refilling of fire extinguishing equipment following its use
- incompatibility of computer records up to £50,000
- involuntary betterment up to 10% or £50,000 whichever is the lesser amount
- reinstatement of landscaped gardens and grounds following damage by the fire brigade up to £50,000

- service pipes or cables
- temporary removal (including documents and computer systems records)
- damage to the premises (including glass) caused by theft involving forcible and violent entry
- costs of tracing source of water or oil leaks up to £10,000

Automatically included under Property Damage only

- theft of fixed materials forming part of the buildings up to £5,000
- contract price
- contracting purchaser
- customers' goods
- property at trade shows or exhibitions up to £10,000
- external CCTV and security lighting equipment up to £5,000
- replacement of locks and keys following theft of keys up to £2,000
- loss of metered gas or water up to £10,000
- money up to £1,000 (excluding theft)
- public authorities costs
- tobacco and alcohol kept for entertainment purposes up to £500

### Section 1 - Property Damage

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

In establishing the correct sum insured for buildings you should note that 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.

#### Alternative bases of cover

Options are available for cover to be arranged in different ways e.g. Day One basis of reinstatement; stock declaration basis. LFC Shield can provide further details and advice.

## Standard perils

Loss or damage caused by

- fire, lightning, explosion, aircraft, theft involving forcible and violent entry or exit, 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.

### Main exclusions

- the relevant excess as stated in the schedule
- damage by subsidence, ground heave or landslip
- wear, tear or depreciation or diminution in value
- inherent vice, latent defect, defective design or use of faulty materials
- faulty or defective workmanship, operational error, or use contrary to manufacturers' instructions
- marring, scratching, denting or mechanical or electrical breakdown
- any gradually operating cause, rot, fungus, rust, corrosion or pests
- damage to property caused by any process it is undergoing
- loss consisting of change in temperature, colour, flavour, texture or finish

### Subsidence

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

### Security

Your policy will contain a general condition precedent to the liability of the Company that all security devices are put into full and effective operation whenever the premises are closed for business or left unattended.

Additionally, there may be specific warranties concerning security and fire alarms and fire extinguishing equipment as appropriate to particular premises.

All changes of or to security devices 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 cannot 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 - Business Interruption

This section affords protection against financial loss during the period taken for the business to return to normal following loss or damage by any of the perils selected by you under the Property Damage section. Reasonable costs incurred to maintain the business following loss or damage are included.

You can select one of three bases of cover

|                               |   |
|-------------------------------|---|
| <b>Gross Profit</b>           | based on turnover/sales and appropriate to the majority of manufacturers and wholesalers where the sale of stock is the prime source of income          |
| <b>Gross Revenue</b>          | based on income and appropriate to businesses where little or no stock is involved e.g. service or processing industries                                |
| <b>Additional Expenditure</b> | a limited cover providing indemnity solely in respect of additional expenditure necessarily and reasonably incurred to resume or maintain the business. |

The sum insured should be based on an estimate of your annual gross profit or gross revenue. Remember to make allowances for anticipated growth, inflationary factors and the period necessary to reinstate your business fully. If you need help on how to establish the correct sum insured please consult your professional insurance adviser.

If the sum insured selected under either of the Gross Profit or Gross Revenue bases is inadequate at the time of loss the amount paid will be proportionately reduced. An overestimate can be refunded at the end of the year - maximum refund 50% of premium paid.

To avoid the danger of underinsurance you can select the declaration linked basis where you estimate the gross profit or revenue. Cover is limited to 133 1/3% of the estimated figure but claims are not subject to the underinsurance condition. The premium is based on your initial estimate and then adjusted on receipt of a declaration of the actual figure, which is to be provided within 6 months of the expiry of the period of insurance. The premium is adjusted up or down, but a maximum of 50% of the premium paid is available in the case of an over estimate.

### Automatically included

- prevention of access or loss of attraction due to damage to nearby premises
- loss caused by damage at land based premises of public utilities or telecommunications undertakings
- loss caused by damage at the premises of any customer up to £25,000
- loss caused by damage at the premises of any supplier up to £25,000
- professional accountants charges incurred in making a claim.

### Main exclusion

- corruption of computer records by malicious persons or accidental damage

### Optional cover

- property at contract sites or exhibition sites
- property in transit
- failure of public utilities at terminal ends.

### Assessing the maximum indemnity period

The maximum indemnity period is the period (in months) which you select to reflect the maximum period required to obtain alternative premises, repair or replace buildings and contents and restore trading to the level prior to the occurrence of the loss or damage.

In assessing this period it is necessary to consider the time it would take to

- clear the site
- prepare plans and drawings
- obtain planning permission
- obtain tenders
- rebuild
- order and install new machinery
- build up production to pre-damage capacity
- re-enter markets, regain lost customers or find new ones. If the maximum indemnity period is inadequate a claim settlement following a serious fire or other damage could be substantially reduced. Twelve months should be considered as the minimum period with longer periods recommended for manufacturing and larger businesses.

## Section 3 - Money and Personal

### Assault

The standard cover will provide protection for loss of money whilst

- in transit or in a bank night safe, up to £3,000
- on the premises during business hours, up to £3,000
- in a locked security safe, up to £1,000
- on the premises outside business hours and not in a locked security safe, up to £250
- at your home or the home of an authorised employee, up to £350.

Should these limits not meet your requirements, consideration will be given to increasing them, on application.

Non negotiable money is covered up to £250,000.

Non negotiable money is defined as:

‘crossed cheques postal orders money orders bankers drafts national giro drafts and payment orders, dividend warrants, national savings certificates, unused postal franking machine units, stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit card cheque card and debit card sales vouchers and consumer redemption vouchers travel tickets and travel vouchers.’

### Automatically included

- repair or replacement as new of safes, postal franking machines, security cases, bags or waistcoats following theft up to £2,500 in any one period of insurance
- fraudulent use of any credit, debit, cash or charge card issued solely for the business up to £2,500 in any one period of insurance.

### Main exclusions

- the relevant excess as stated in the schedule
- shortages due to error or omission
- fraud or dishonesty of any director, partner or employee unless the loss is discovered within seven working days of its occurrence
- dishonoured cheques or the use of counterfeit money
- loss from any coin-operated vending, gaming or amusement machine or payphone
- theft damage to tills or cash registers outside business hours unless the drawer has been left open

Note: special terms may apply to some types or values of money in transit by either your own employees or a specialist security company or organisation approved by LFC Shield.

### Personal Assault

Principals and employees (ages 16 - 65 inclusive) are automatically covered as part of the Money section for the following benefits if they sustain bodily injury or death following an assault whilst handling money on your business

|   | Limit         |
|---|---------------|
| • death, loss of limbs or eyes, permanent total disablement | £10,000       |
| • temporary total disablement (not exceeding 104 weeks)     | £100 per week |

Also covered

- damage to personal effects £500 per person.

### **Main exclusions**

- death or disablement caused by the influence of drugs or liquor
- any pre-existing physical or mental disability or infirmity, medical condition or chronic or recurring ailment, pregnancy, childbirth, Aids or an Aids related condition or other communicable disease.
- pain in or disorder of the spine

## **Section 4 - Glass**

Providing protection for

- breakage of or damage to fixed plain plate or sheet or wired glass in doors and windows
- resultant damage to framework
- boarding up costs
- fixed mirrors, fixed glass in show cases, counters and display cabinets
- fixed external signs

### **Automatically included**

- the cost of repair of alarm foil or other security devices
  - lettering or designs on glass
- up to £2,000.

### **Main exclusions**

- the relevant excess as stated in the schedule
- glass which was flawed, broken or cracked before the insurance commenced
- breakage or damage due to insecure fitting or caused during installation or removal or whilst repairs or alterations are being carried out

Note: armoured, bent or other special glass is not insured.

## **Section 5 - Employers' Liability**

Complies with U.K. current 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 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, watercraft (other than hand propelled or not exceeding 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 6 - Public Liability**

Covers legal liability for accidental bodily injury to the public or damage to their property as a result of defects in the premises or plant or negligence by you or your employees. 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.

### **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 - in addition to the limit of indemnity.

### **Territorial limits**

- anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and 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
  - asbestos
  - power stations, nuclear installations or establishments
  - refineries, bulk storage or production premises in the oil gas or chemical industries
  - offshore installations, oil or gas rigs
  - railways or railway installations
  - towers, steeples, chimney shafts, bridges, viaducts, dams, reservoirs, wells, tunnels, mines, quarries or blast furnaces
  - aircraft, aerospace devices, hovercraft, watercraft (other than hand propelled or not exceeding 7 metres in length)
  - work underground, underwater or airside
  - loading or discharging of vessels or other work on ships
  - piling or the use of explosives
  - 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
- treatment, therapy, medical advice, fitness, instruction or administration of drugs or medicines
- use of solaria, sunbeds, saunas and hydro-massage facilities
- liability arising from exposure to or inhalation of asbestos
- the cost of cleaning up or removal of or damage to property arising out of asbestos
- professional liability
- provision of advice or any plan, design, formula or specification given separately for a fee
- finances, penalties or liquidated, punitive or exemplary damages
- actions brought outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- the relevant excess as stated in the schedule in respect of property damage claims occurring away from your premises
- the use of welding or flame cutting equipment or asphalt, bitumen or tar heaters away from your premises

**Note:** special conditions apply in respect of the use of blow lamps, blow torches or hot air guns and the burning of waste or other materials.

## **Section 7 - Products Liability**

Can only be taken in conjunction with Public Liability. Cover is for legal liability for accidental bodily injury or damage to property caused by products sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by you and no longer in your possession or control.

Limit of indemnity - £2,000,000 - which is the maximum amount payable in any one period of insurance.

### **Automatically included**

- legal costs incurred in the defence of criminal proceedings in respect of a breach of the Consumer Protection Act 1987 or the Food Safety Act 1990 - 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 at £100 per day for employees
- legal defence costs and expenses incurred with our written consent - in addition to the limit of indemnity.

### **Territorial limits**

- products sold or supplied anywhere in the world.

### **Main exclusions**

- professional liability
- provision of advice or any plan, design, formula or specification given separately for a fee
- liability arising from any products manufactured, constructed or prepared in accordance with their plan, design, formula or specification failing to perform the function for which they are intended by you
- finances, penalties or liquidated, punitive or exemplary damages
- loss of or damage to products or the cost of making good or recalling products or the cost of rectifying defective work
- any drug or medical preparation obtainable on prescription from a medical practitioner
- any cosmetics, toiletries, animal feeds, seeds, fertilisers, insecticides or pesticides unless of proprietary manufacture
- liability arising from exposure to or inhalation of asbestos
- the cost of cleaning up or removal of or damage to property arising out of asbestos
- actions brought outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- liability arising in the USA or Canada from any products which with your knowledge will be sold or supplied to or used within these countries
- liability arising from any products which with your knowledge are used in the motor industry other than those not affecting the safety, stability, steering or braking of any vehicle
- liability arising from any products which with your knowledge are used in the aircraft, space, petro-chemical, gas, off-shore, ship building and repair or nuclear industries

## Section 8 - Deterioration of

### Refrigerated Stock

Providing protection against deterioration of stock caused by breakdown of refrigeration units or failure of public electricity supply.

The cover requires you to have a manufacturer's guarantee or a maintenance contract for any refrigeration unit which does not have hermetically sealed motors and compressors.

#### Main exclusions

- the relevant excess as stated in the schedule
- deliberate act of the electricity supply authority
- loss in any unit which is over 10 years old at the commencement of any period of insurance.

## Section 9 - All Risks

As an alternative to covering the specified perils under the Property Damage section you may want to select the wider cover available by insuring your business machines e.g. computers, calculators, and communication equipment on an all risks basis. This will provide cover for any accidental loss or damage, and you can choose the territorial limits within which this cover will apply to each item you wish to insure, the options being:

|                |  |
|----------------|--|
| Premises       | - at any of your premises insured by the policy                            |
| United Kingdom | - Great Britain, Northern Ireland, the Channel Islands and the Isle of Man |
| Europe         | - the United Kingdom and the countries of the European Union               |
| Worldwide      | - anywhere in the world  |

#### Main exclusions

- the relevant excess as stated in the schedule
- wear tear or depreciation or diminution in value
- inherent vice, latent defect, defective design or use of faulty materials
- faulty or defective workmanship, operational error, or use contrary to manufacturer's instructions
- marring, scratching, denting or mechanical or electrical breakdown
- any gradually operating cause, rot, fungus, rust, corrosion or pests
- damage to property caused by any process it is undergoing
- loss consisting of change of temperature, colour, flavour, texture or finish

- theft from any vehicle which is not locked with the property secured in the locked boot or closed glove compartment when unattended or which is not locked and kept within a secure building overnight or after the completion of any working day of the driver.
- theft from any unattended building unless it is fully locked and the theft involves forcible and violent entry or exit
- breakage of brittle articles unless forming part of photographic equipment.

**Note:** special terms may apply to some categories of equipment.

## Section 10 - Book Debts

Providing protection for outstanding debit balances, owed by clients, which you are unable to identify following loss of or damage to books of account and other records by an insured peril. Cover is also provided for additional expenditure incurred in tracing the amounts owed.

If you have chosen to insure Gross Profit or Gross Revenue under the Business Interruption section, cover for outstanding debit balances for a sum insured of £25,000 will be provided automatically. Cover for higher sums insured is available on request.

#### Main exclusions

- deliberate falsification of business records
- erasure or distortion of information on computer systems and other records
- corruption of computer records by malicious persons or accidental damage

## Section 11 - Goods in Transit

Providing protection for goods pertaining to the business which you have chosen to insure against loss or damage whilst in transit by your vehicles or other carriers anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

#### Automatically included

- damage occurring during loading or unloading
- debris removal up to £2,500
- costs of transfer to another vehicle and completion of transit following fire or accident to the vehicle up to £2,500
- loss or damage to tarpaulins, sheets, ropes, chains, straps and packing materials up to £2,500.

### Main exclusions

- the relevant excess as stated in the schedule
- theft from any vehicle owned or operated by you which is not locked when unattended or which is not locked and kept within a secure building or yard overnight or after the completion of any working day of the driver
- theft or attempted theft of goods in open topped or open sided vehicles or trailers unless arising from theft or attempted theft of the conveying vehicle
- storm or malicious damage to goods in open topped or open sided vehicles or trailers
- livestock and other special stock unless agreed i.e.
  - a) jewellery, watches, precious metals and stones, non-ferrous metals, bullion, furs, works of art, money, securities or stamps
  - b) tobacco, cigarettes, cigars, wines, spirits, computer games and discs, compact discs, cassettes, audio, television, video and photographic equipment, computer hardware software and ancillary equipment and clothing
  - c) explosives or other dangerous goods.

**Note:** special terms may apply to some categories of goods.

### Section 12 - Loss of Licence

Providing protection against the depreciation in value of your interest in the premises or the business following forfeiture or non-renewal of your licence to sell excisable liquor at the premises, by any cause beyond your control.

The sum insured selected should represent the estimated maximum reduction in value of your interest in the premises or the business.

#### Automatically included

- costs and expenses in connection with any appeal against forfeiture or non-renewal

#### Main exclusions

- non-renewal for which compensation is available under any Act of Parliament
- forfeiture or non-renewal due to Town and Country planning requirements, compulsory purchase or alterations in the law.

### Section 13 - Terrorism

Providing protection against 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 Trade** 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