

# COMMUNITY GROUP SHEDS INSURANCE POLICY



## SUMMARY OF COVER

This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you read the policy document carefully when you receive it. This summary is provided to you for information purposes only and does not form part of your insurance contract. Please refer to policy wording for full details.

### Section 1 and 2 - Buildings / Contents / Stock / Equipment

Loss or destruction of or damage to Buildings, Contents, Stock & Equipment including machinery, plant, shop front (excluding glass) signs, blinds, tenants improvements, interior decorations, electronic office equipment, documents, manuscripts, business books, computer systems records stock in trade and site huts.

Features and Benefits		
Cover Offered	Standard cover	Optional Cover
Specified Perils	✓	
Accidental Damage to Underground services, pipes and cables	✓	
Damage to premises by thieves	✓	
Automatic reinstatement of sum insured following loss	✓	
Capital additions	Up to 10% of sum insured or £100,000	
Additional metered water charges	Up to 10% of sum insured or £5,000	
Damage to Landscape Gardens by emergency services	Up to £2,500	
European Union and public Authorities	✓	
Exhibitions cover (up to 15 days)	Up to £2,000	
Cost of debris removal	✓	
Trace and access	Up to 10% or £10,000	
Temporary removal of contents Excluding stock in trade	✓	
Professional fees	✓	
Replacement locks following theft of keys	£2,500 in total	
Index Linking		✓
Terrorism		✓

### Main exclusions

- The first £250 each and every claim increased to £1,000 in respect of Subsidence, unless otherwise specified
- Wear and tear, corrosion, rust, wet or dry rot, vermin, gradual deterioration, faulty or defective design or materials.
- Faulty or defective workmanship, operational error or omission by you or your employees.
- Mechanical or electrical breakdown or derangement.
- Pollution or contamination
- Theft other than theft involving forcible and violent entry or exit from buildings, or violence or threat of violence.
- Damage to gates, fences or moveable property in the open by weather related incidents.
- Change in water table level
- Damage to unoccupied buildings caused by escape of water from tanks, apparatus or pipes or by malicious damage

## Section 3 - Business interruption (Optional Cover)

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

### Features and Benefits

Cover Offered	Standard cover	Optional Cover
Cover for outstanding debts where business accounts are lost due to damage covered under Section 1		Up to £10,000
Automatic reinstatement of sum insured		✓
Prevention of access		Up to £100,000
Accidental failure of public utility supplies		✓
Murder disease or public health closure		up to 10% of sum insured or £100,000
Additional expenses – employees' lottery win		up to £50,000
Interruption as a result of damage at suppliers or customers premises within geographical limits		up to 10% of sum insured or £25,000

### Main exclusions

- Losses excluded under Section 1 and 2 Buildings and Contents
- Loss or damage of mislaid records, failure to collect known debts or deliberate falsification of records

## Section 4 - Money

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

Features and Benefits		
Cover Offered	Standard cover	Optional Cover
Loss of negotiable money (crossed cheques) limit shown in the schedule	£250,000	
Loss of money from the premises during business hours, in transit and in a Bank Night Safe	£3,000	Increased limit available on request
Loss of money outside business hours	£1,000 in a safe £500 not in safe	Increased limits available in safe subject to safe make and model
Loss of money at Your private residence or authorised employee	£500	
Vending or gaming machine,	£500	
Damage to clothing and personal effects	£500	

### Main exclusions

- The first £100 of each and every claim
- Any loss of money not discovered within 14 days
- Loss of money from any unattended vehicles
- Shortages due to error omission or any depreciation in value
- Losses outside the Geographical limits of United Kingdom, the Channel Islands and the Isle of Man

## Section 4 part 2 - Personal injury (robbery)

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

Features and Benefits		
Cover Offered	Standard cover	Optional Cover
Death	✓	
Permanent loss of sight in one or both eyes	✓	
Loss of one or more limbs	✓	
Permanent and total disablement	✓	
Temporary total disablement	✓	
Loss of money from locked safe outside business hours	✓	
Damage to clothing and personal effects	✓	
Incurred medical expenses	Up to 15% of the amount paid	

### Main exclusions

- Losses arising outside of Geographical limits of United Kingdom the channel Islands and the Isle of Man
- Pre-existing physical or mental condition

## Section 5 - Glass

Accidental damage to fixed plain, plate or sheet glass

Features and Benefits		
Cover Offered	Standard cover	Optional Cover
Breakage of glass fixed in the premises including shelves and mirrors	Up to £2,500	Increased limits available on request
The cost of repairing window frames and fittings	Up to £500	
The cost of temporary boarding	✓	
Damage to window displays goods	Up to £500	
Damage to artwork and lettering	Up to £500	

### Main exclusions

- The first £100 of each and every claim
- Damage occasioned whilst the premises are empty or disused.
- Damage arising from chipping, scratching, wear and tear or any other gradually operating cause

## Section 6 - Goods in Transit

Cover for accidental damage to the property insured whilst in transit within the Geographical limits by any vehicle owned, operated or leased by You, subject to a limit of £2,500

Features and Benefits		
Cover Offered	Standard cover	Optional Cover
Property in transit by any vehicle owned, operated or leased by You	£2,500	Increased limit available on request
Costs and expenses incurred in re-securing the property insured following movement of the load in transit	Up to £500 any one event	
Costs and expenses incurred in debris removal	✓	
Damage to tarpaulins, ropes and sheets	✓	
Cost and expenses incurred in transferring to any other vehicle	✓	
Use of substitute vehicle	✓	

### Main exclusions

- The first £100 of each and every claim
- Damage to the property by theft from unattended vehicles between 9.00pm and 6.00am unless vehicle is kept in either a securely locked building of substantial construction or a locked compound surrounded by secure walls and fences or a 24 hour supervised vehicle compound / park.
- Money securities documents manuscripts business books, computer systems records, patterns, models, moulds, plans & designs
- Livestock or other living creatures
- Bullion, precious metals, precious stones or works of art.
- Explosives or any other goods of a dangerous nature.
- Delays, loss of market or other consequential loss.

## Section 7 – Charity & Charity Trustee Indemnity / Directors & Officers Indemnity (Optional Cover)

### Claims against an Insured Person

Loss arising on behalf of any insured person from a claim made for any Wrongful Act within the Geographical Limits.

### Charity/'Not for Profit' Body Reimbursement

Loss which you are legally obliged or permitted to pay on behalf of an Insured Person arising from a claim made for a Wrongful Act within the Geographical Limits.

Features and Benefits		
Cover Offered	Standard cover	Optional Cover
Employment Claims		✓
Extradition Proceedings		✓
Health and Safety/Manslaughter		✓
Pension/Employee Benefit Schemes Claims		✓
Pollution Claims		✓
Representation Costs		✓
Bail Costs – 10% of the Sum Insured in the schedule or £250,000 whichever is the lesser		✓
Crisis Containment Costs – Up to £25,000		✓

### Main exclusions

- The first £250 of each and every claim
- A dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any Insured Person
- An act intended to secure or which does secure a personal profit or advantage to which any Insured Person was not legally entitled;
- An act intended to secure or which does secure a profit for any other company where an insured person is a director, officer or Employee of such company. This exclusion will only apply after a judgment or other final adjudication or an admission by an Insured Person that such act did occur;

Based upon, attributable to or arising out of:

- An act which an insured person knew, or must be assumed to have known, was not in the interests of the charity or where the insured person did not care whether it was in Your best interests or not;
- Any claim, investigation or circumstance which You were aware of, or that has been reported under any Policy existing or expired, prior to the start of the Period of Insurance;
- Any prior or pending litigation or proceedings (including allegations deriving from the same or essentially the same facts) involving an insured person or You initiated prior to the date shown under the prior and pending litigation date in the Schedule;
- An Insured Person's operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities;
- Any Wrongful Act committed or attempted in the United States of America;
- Mental or emotional distress (except an employment claim), sickness, disease, Bodily Injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property unless arising directly from any designs, plans, specifications, formulae, directions or advice prepared or given by You. This exclusion shall not apply to any health and safety/manslaughter claim;
- Any claim for a Wrongful Act committed by an insured person after You merge or consolidate with another company.

## Section 8 - Employers Liability

Protection against your legal liability for injury to your employees up to a limit of £10,000,000 any one occurrence including cost and expenses but limited to £5,000,000 any one occurrence including cost and expenses in respect of terrorism.

Features and Benefits		
Cover Offered	Standard cover	Optional Cover
Temporary work overseas for non-manual employees normally residing in the United Kingdom, the Channel Islands and the Isle of Man	✓	
Legal expenses arising from health and safety and corporate manslaughter liability	✓	
Unsatisfied Court Judgements	✓	
Indemnity to principal	✓	
Compensation for court attendance – up to £250 per day (director/partner) or £100 per day employee	✓	

### Main exclusions

- Liability for which compulsory motor insurance is required
- Liability arising offshore

## Section 9 - Public and Products Liability

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

Features and Benefits		
Cover Offered	Standard cover	Optional Cover
Public Liability	£5,000,000 any one occurrence	
Products liability	£5,000,000 any one occurrence and in the aggregate	
Liability arising from the Defective Premises Act	✓	
Leased and rented premises	✓	
Overseas personal liability	✓	
Indemnity to principal	✓	
Compensation for court attendance – up to £250 per day (director / partner) or £100 per day employee	✓	
Cross Liabilities and / or Sudden and unintended pollution	✓	
Health and safety and corporate manslaughter defence costs	✓	
Liability arising from the Data Protection Act	✓	
Food safety Act defence costs	✓	

### Main exclusions

- The first £250 of each and every third party property damage claim
- Fines, liquidated damages or penalties
- Deliberate acts
- Advice and professional services
- United States of America or Canada
- Motor vehicles, trailers and caravans where road traffic legislation applies and where more specific insurance is in place
- Ownership possession or use of aircraft, hovercraft or watercraft (other than watercraft eight metres in length or less)
- Cyber Liability
- Pollution or contamination occurring in United States of America or Canada
- Asbestos

## Section 10 - All Risks on Itemised Specified Items (Optional Cover)

Cover for business equipment and items stated in the policy schedule following accidental loss or damage

### Features and Benefits

Cover Offered	Standard cover	Optional Cover
Damage to specified items by any cause, not specifically excluded, within territorial limits stated in the Policy Schedule.		✓

### Main exclusions

- The first £250 of each and every claim
- Mechanical, electrical breakdown or derangement
- Consequential loss
- Financial loss caused by the loss of use or malfunction
- Tobacco goods wines and spirits or livestock
- Theft or attempted theft not involving forcible or violent entry
- Theft from unattended vehicles unless kept in a locked boot and secured
- Theft, attempted theft, storm or flood from any property left in the open or transported on any open sided vehicle
- Theft from any unattended vehicle during the hours 9.00pm and 6.00am unless the vehicle is kept in a securely locked building or guarded security park.

## Section 11 – Hired in Pant (Optional Cover)

Tools and equipment, site huts and other temporary accommodation hired by the Insured and for which the insured is responsible under the terms of their hiring agreement or otherwise but not plant on hire purchase or subject to a lease agreement or on free loan.

### Features and Benefits

Cover Offered	Standard cover	Optional Cover
Hired in plant contained in the location		✓
Hired in plant temporarily elsewhere, including while in transit		✓

### Main exclusions

- The first £500 of each and every claim

Damage caused by:

- wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause
- dryness or humidity, being exposed to light or extreme temperatures, unless the damage is caused by storm or fire
- coastal or river erosion
- a rise in the water table
- the use of crane(s) unless lifting operation complies with the requirements of BS7121 or any other British or International standard which may replace it;
- vehicles which require a Road Fund Licence or Certificate of Motor Insurance;
- tyres caused by punctures or bursts or the application of brakes;
- bands, belts, cables, flexible hoses or non-metallic linings unless requiring replacement as a result of Damage to other parts of the Insured Property;
- clothing and personal effects;
- abandonment or any Damage caused as a result of abandonment;
- alterations, maintenance, repairs or any process of cleaning or restoring;
- faulty workmanship, defective design or the use of faulty materials;
- delay, confiscation or detention by order of any government or public authority;
- theft from an unattended vehicle unless the item is out of sight in a locked boot;
- Damage to any electrical or mechanical plant or directly resulting from its own breakdown, explosion or collapse;
- unexplained loss or disappearance or inventory shortage;
- consequential or financial losses of any kind;
- Damage directly or indirectly caused by, resulting from or in connection with Terrorism or any action taken to control, prevent or respond to Terrorism;
- war, confiscation and nuclear risks

## Section 12 – Personal Accident (Optional Cover)

Should the Insured or any employee suffer bodily injury during the period of Insurance. Insurers will pay the benefits shown below. The following benefits are for 1 unit of cover (per person).

Features and Benefits		
Cover Offered	Standard cover	Optional Cover
Death up to £15,000		✓
Permanent loss of sight in one or both eyes up to £15,000		✓
Loss of one or more limbs to up £15,000		✓
Permanent and total disablement £15,000		✓
Temporary total disablement (TTD*) £50 (deferred to 28 days, maximum 52 weeks)		✓

### Main exclusions

- Pre-existing physical or mental condition
- Any person aged 75 or over
- (TTD)\* Benefit paid weekly and applies only to those in full time employment
- Accidental Bodily Injury directly or indirectly caused from commuting, partaking in hazardous sports
- Sickness, disease or any gradual operating cause
- Suicide attempted suicide or deliberate exposure to danger
- Pregnancy or childbirth
- Flying or other aerial activities (except while travelling as a passenger by a recognised airline).
- The effects of alcohol or drugs or any treatment for drug addiction.



## Section 13 – Theft by Employee

Should the insured sustain a direct loss of money or contents during the period of insurance as a result of any dishonest, fraudulent or criminal act of any employee whether committed by the employee alone or in collusion with other persons.

Features and Benefits		
Cover Offered	Standard cover	Optional Cover
Loss from a dishonest or fraudulent act by an employee alone or in collusion with other persons	✓	
Professional fees to undertake an audit to establish the amount of loss	✓ Up to £2,500	

### Main exclusions

- The first £100 of each and every claim
- Any loss arising out of the activities of any Employee who, to the knowledge of the Insured, has committed any dishonest or fraudulent act unless such loss occurred prior to the Insured obtaining such knowledge
- Any loss arising out of the activities of an Employee occurring subsequent to the date upon which knowledge of any previous act insured against was committed by whichever employee shall have come to the Insured's (or to any representative of the Insured) notice
- Any loss arising out of activities of any employee who the insured does not have the right to supervise and direct
- Any consequential loss, penalties or fines
- Any loss covered elsewhere under the policy
- Loss of public money or property
- Loss of money, salary, bond, deposit or any other property in the insured's possession belonging to or in respect of an employee who is the subject of a claim
- Any loss discovered by the insured and reported later than 180 days from the end of the period of insurance.

## Section 14 - Business legal Expenses (Optional Cover)

Legal costs and Awards of Compensation resulting from disputes covered by the policy

Features and Benefits		
Cover Offered	Standard cover	Optional Cover
1) Employment Disputes a) Employment Disputes b) Compensation Awards c) Service Occupancy		£100,000 per claim up to £500,000 in any one period of insurance
2) Legal Defence		£100,000 per claim up to £500,000 in any one period of insurance
3) Property Protection and Injury a) Property Protection b) Injury		£100,000 per claim up to £500,000 in any one period of insurance

Tax Protection		£100,000 per claim up to £500,000 in any one period of insurance. For Aspect Enquiries a maximum of £2,000 per claim applies.
Legal Advice Service		24 hour telephone helpline for commercial legal issues

#### Main exclusions

- Any Employment Disputes claim unless advice is sought and followed from the Legal Advice Service in the prescribed circumstances
- Claims notified outside the period of insurance
- Costs incurred without prior consent
- Costs covered by another Insurance Policy
- Fines or Penalties
- Any claim where the lawyer advises there is not a reasonable prospect of success

## General Information

### Details about the Regulator and Insurer

Pen Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FCA number 314493). Registered Office: The Walbrook Building, 25 Walbrook, London EC4N 8AW. Registered in England and Wales. Company Number: 5172311. [www.penunderwriting.co.uk](http://www.penunderwriting.co.uk)

China Taiping Insurance (UK) Co. Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA register number 202690

Registered office: 2 Finch Lane, London. EC3V 3NA. Registered in England and Wales

The above firms' FCA details can be checked on the Financial Services Register by visiting the FCA website: [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768.

### Choice of Law

The contract is based on English Law and can only be amended with the express written agreement of both parties to the contract.

### How to Make a Claim

Should you wish to make a claim under your policy please contact your insurance advisor in the first instance or contact China Taiping Insurance (UK) Ltd Claims Department as soon as possible.

Email: [newclaims@uk.cntaiping.com](mailto:newclaims@uk.cntaiping.com)  
Telephone Number: 0207 839 1888

Please quote your policy number in all correspondence

## Complaints procedure

At Pen Underwriting, it is always our intention to provide a first class standard of service. However, it is appreciated that occasionally things go wrong. In a majority of cases the agent who arranged the insurance will be able to resolve any concerns and You should contact them directly in the first instance.

Alternatively You can complain by contacting Pen Underwriting Limited (as per the contact details below) quoting Your Policy and/or Claim number. We will investigate Your concerns and provide a response as soon as possible.

Address:  
Pen Underwriting Limited Complaints  
7th Floor Spectrum Building  
55 Blythswood Street  
Glasgow  
G2 7AT

Telephone: 0141 285 3539  
Email: [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

## If you are not satisfied with the response to your complaint

Should You remain dissatisfied having received a Final Response to Your complaint and You fit the definition of an 'eligible complainant', You may then be able to refer Your complaint to the Financial Ombudsman Service (FOS). Please note that the FOS allow 6 months from the date of the Final Response to escalate Your complaint to them.

Further details on eligibility and the referral process can be found on the FOS Website.

Address:  
The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone: 0800 0234567 (for landline users)  
Telephone: 0300 1239123 (for mobile users)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme should We be unable to meet Our obligations under this contract. Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme, contactable via:-

FSCS, 10th floor, Beaufort House, 15, St Botolph Street, London EC3A 7QU  
Telephone: 0800 678 1100 or 0207 741 4100  
from their website: [www.fscs.org.uk](http://www.fscs.org.uk)

## Duty of Fair Presentation

The Insured must make a fair presentation of the risk to the Company at inception, renewal and variation of the policy.

- (a) In the absence of such fair presentation, the Company may avoid the policy and refuse to pay any claims where any failure to make a fair presentation is:
- (i) deliberate or reckless; or
  - (ii) of such other nature that, if the insured had made a fair presentation, the Company not have underwritten the risk

The Company will return the premium paid by the Insured unless the failure to make a fair presentation is deliberate or reckless;

- (b) If the Company would have issued the policy on different terms had the insured made a fair presentation, the Company will not avoid the policy (except where the failure is deliberate or reckless) but the Company may instead:-

- (i) reduce proportionately the amount paid or payable on any claim, the proportion for which the Company is liable being calculated by comparing the premium actually charged as a percentage of the premium which the Company would have charged had the Insured made a fair presentation; and/or
- (ii) treat the policy as if it had included such additional terms (other than those requiring payment of premium) as the Company would have imposed had the Insured made a fair presentation

For the purposes of this condition references to:

- 1) avoiding a Policy means treating the policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the policy), the renewal date (where the failure occurs at renewal of the policy), or the variation date (where the failure occurs when the policy is varied);
- 2) refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- 3) issuing a Policy should be treated as references to issuing the Policy at inception, renew or varying the policy as the context requires

### **Changes In Facts**

The Insured must notify the Company as soon as possible if there is any alteration in Your ownership in or to the business at the premises including but not limited to:-

- (a) the Business being wound up or carried on by a liquidator or receiver;
- (b) changes in the facts as set out in the proposal or application and declared to the Insurer at inception, renewal or variation of the policy, which materially increases the risk of Injury or Damage
- (c) where the Insured's interest in the property as described in the schedule ceases other than by death;
- (d) in respect of subsidence if applicable, where any construction, demolition or excavation work is being carried out on adjoining sites.

Upon such notification of alteration to the Company, We may at Our discretion:-

- (a) continue cover on the same terms;
- (b) impose additional terms or restrict cover where relevant;
- (c) alter the premium;
- (d) cancel this Policy

### **Cancellation**

The company may cancel this policy by sending thirty days' notice by recorded delivery letter to you at your last known address, unless our reason for cancellation is deliberate or reckless misrepresentation on your part. If we cancel because of deliberate or reckless misrepresentation, then your policy will be cancelled with immediate effect.

Otherwise, notice will be deemed to be on the date of delivery if the notice is delivered by hand, or two working days after posting if notice is sent by post or courier.

If we cancel your policy and you have not made a claim, you will be entitled to a refund of premium for any unexpired period of insurance for which you have paid. However, if we cancel your policy because of deliberate or reckless misrepresentation, then we will not refund any premium.

Where a claim has been made during the current period of insurance the full annual premium will still be payable despite cancellation of cover and we reserve the right to deduct this from any claim payment

## **Your Right to Cancel**

If this cover does not meet Your requirements, please return all your documents within 14 days of receipt. We will return any premium paid in full provided no claims have been made on the policy during that time.

If after this time You wish to cancel the policy, You may do so at any time subject to a charge being made for the period of cover based on short period rates. However, if any claim has been paid, is outstanding or an incident reported that is likely to give rise to a claim, during the current Period of Insurance, then We reserve the right not to refund any premium. We may cancel this Policy in accordance with the Cancellation Condition 15.

To exercise Your right to cancel, contact the insurance adviser who arranged this cover for You.

## **Data Protection**

Pen Underwriting Limited are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our Privacy Policy - <https://www.penunderwriting.co.uk/Privacy-and-Cookies>. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.



