Insurance Product Information Document

Your quotation or renewal documentation is underwritten by Generis Underwriting Limited on behalf of CNA Insurance Company Limited:

Generis Underwriting Limited (FCA firm reference number 823558) registered office at 22 Hollyhedge Road, West Bromwich, West Midlands B71 3AA

CNA Insurance Company Limited (company registered number 950 and firm reference number 202777)

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. 'CNA Hardy' is a trading name of CNA Insurance Company Limited and/or Hardy (Underwriting Agencies) Limited. Registered office at 20 Fenchurch Street, London, EC3M 3BY.

COM0119 – Commercial Package

This is a guide to the cover provided by Generis. Please refer to the policy for full details of the (pre-) contractual terms and conditions. In the event of any discrepancies, the terms within the policy wording will prevail.

What is the type of Insurance?

Commercial Package

What coverage is provided?

- ✓ Property Damage (All Risks)
- ✓ Business Interruption
- ✓ Goods in Transit
- ✓ Money
- ✓ Computer Breakdown
- ✓ Terrorism
- ✓ Cyber
- ✓ First Party Product Recall
- ✓ Specified Legal Expenses
- ✓ Employers' Liability
- ✓ Public Liability
- ✓ Product Liability
- ✓ Pollution Liability
- ✓ Manufacturers E&O
- ✓ Event Cancellation
- ✓ Abduction & Extortion
- ✓ Confiscation & Deprivation
- ✓ Employee Fidelity
- ✓ Directors & Officers
- ✓ Media Management Crisis

Where am I covered?

- ✓ United Kingdom
- ✓ Worldwide exc USA/Canada for Liability sections only

Section – Property Damage (All Risks)

What is insured?

- ✓ Damage to property insured arising from an accidental cause at an insured location during the period of insurance.
- ✓ Arson, theft, and criminal rewards costs
- ✓ Business Trips – baggage
- ✓ Computer records
- ✓ Debris Removal
- ✓ Deterioration of Stock
- ✓ Drain clearance
- ✓ European Union and Public Authorities – costs incurred for reinstating undamaged portions for compliance with legislation/by-laws
- ✓ Exhibition and Trade Fairs
- ✓ Fire Brigade/Emergency Services Damage
- ✓ Firefighting Expenses
- ✓ Fixed Glass
- ✓ Fly Tipping
- ✓ Incompatibility of Computer Records
- ✓ Leased Premises – DIC/DIL
- ✓ Professional Fees
- ✓ Property at unspecified locations
- ✓ Re-erection of Machinery costs
- ✓ Replacement locks
- ✓ Seasonal Increase
- ✓ Subsidence
- ✓ Temporary Boarding Up
- ✓ Temporary Removal
- ✓ Theft damage to buildings
- ✓ Trace and Access
- ✓ Undamaged Tenants' improvements
- ✓ Vehicles licensed for road use
- ✓ Works of art
- ✓ Unavoidable betterment

Are there any restrictions on cover?

- ! Business Trips – baggage shall not include any portable electronic equipment unless carried as cabin luggage
- ! Debris removal shall not include costs arising from pollution
- ! Deterioration of stock shall not include certain elements as detailed within the policy wording.
- ! Fixed glass shall not include damage caused by or arising out of certain elements as detailed within the policy wording.
- ! Temporary boarding up shall not apply to certain elements as detailed within the policy wording.
- ! Temporary removal up shall not apply to certain elements as detailed within the policy wording.
- ! Communicable disease

Section – Business Interruption

What is insured?

- ✓ Consequential loss arising from an incident in connection with damage as insured under this policy.
- ✓ Accountants' fees
- ✓ Contractual Penalties
- ✓ Denial of Access
- ✓ Denial of Access – Non Damage
- ✓ Infestation, murder and defective sanitation
- ✓ Loss of Attraction
- ✓ Property in Transit
- ✓ Public Utilities – Providers Premises
- ✓ Public Utilities – Terminal Ends
- ✓ Specified and Unspecified Customers Premises
- ✓ Specified and Unspecified Suppliers' Premises
- ✓ Additional Expenditure
- ✓ Loss of Rent Receivable

Optional Extensions

- Outstanding Debit Balances

Are there any restrictions on cover?

- ! Public Utilities – Terminal Ends shall not include any failure:
  1. which does not involve a cessation of supply within the time excess stated in the schedule; or
  2. caused by the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services; or
  3. due to strikes or any labour or trade dispute or any industrial action; or
  4. due to drought; or
  5. due to atmospheric or weather conditions, but this shall not exclude failure due to damage to equipment caused by such conditions.
- ! Communicable disease

Section – Goods in Transit (Own Goods)

What is insured?

- ✓ Damage to property insured whilst in transit anywhere in the United Kingdom
- ✓ Clothing and Personal Effects
- ✓ Property removed from vehicles
- ✓ Tarpaulins sheets ropes
- ✓ Tools and travellers samples

What is not insured?

- × Communicable disease

Section – Money

What is insured?

- ✓ Loss of money of any insured person by any cause at the premises or at private residences anywhere in the UK.
- ✓ Credit cards – fraudulent use by any unauthorised person
- ✓ Personal accident (assault)
- ✓ Violent theft or attempted theft

What is not insured?

- × Loss of money caused by fraud or dishonesty by any insured person or their family
- × Loss of money due to the shortage or unexplained disappearances or other error or omission
- × Loss of money from any unattended vehicle
- × Loss of money whilst in the custody, care, or control of any security company employed by the insured

Section – Computer Breakdown

What is insured?

- ✓ Damage caused by the breakdown or failure of any part of the computer equipment or electronic data
- ✓ Damage caused by the failure or fluctuation of the supply of electricity to the computer equipment
- ✓ Damage caused by the erasure, destruction, corruption or distortion of software contained or data stored on fixed disks
- ✓ Additional expenditure for preventing/minimising interference with the work or recompiling or restoring data

What is not insured?

- × Damage to computer equipment for which any manufacturer, supplier, or agent is responsible
- × Damage to computer equipment caused by the use of telecommunications equipment which is not approved by the authority
- × Damage to computer equipment caused by programming errors or design defects in software
- × Damage to computer equipment or electronic data directly or indirectly caused by or arising from any virus or hacking.

Section – Terrorism

What is insured?

- ✓ Damage to property insured and consequential loss resulting from an act of terrorism in Great Britain. Such coverage only applicable to specific coverage sections as specified within the policy.

What is not insured?

- × Nuclear installation or nuclear reactor
- × Private residence
- × Transit property
- × Riot, civil commotion, war
- × Virus or similar mechanism, hacking, phishing and denial of service attack
- × Bankers blanket bond

Section – Cyber

What is insured?

First Party Cyber, Technology and Communications:

- ✓ Expenses to restore the insureds network when damaged due to a cyber occurrence
- ✓ Cyber Loss or Damage – reasonable and necessary expenses including forensic investigation costs
- ✓ Business Interruption and Extra Expense
- ✓ Telephone Hacking
- ✓ Notification Expenses
- ✓ Cyber Extortion

Third Party Cyber:

- ✓ Insureds' legal liability to pay damages in respect of cyber liability
- ✓ Cyber media liability
- ✓ Privacy Liability and Loss of Documents
- ✓ Breach of Confidentiality
- ✓ Cyber Security

What is not insured?

First Party Cyber, Technology and Communications:

- × Computer breakdown due to any other cause, governmental action, programming errors, physical damage and third party liabilities

Third Party Cyber:

- × Bodily Injury
- × Misappropriation by the insured
- × Chargebacks – any reversed payments
- × Patents

Section – First Party Product Recall Expenses

What is insured?

- ✓ Product recall costs and expenses in respect of a product recall event

What is not insured?

- × Banned Materials
- × Components
- × Customer Confidence
- × Specific Excluded Product Types
- × Failure to Adhere to Regulations
- × Malicious Tampering and Product Extortion
- × Third Party Causes
- × Prior Recall Expenses

Section – Specified Legal Expenses

What is insured?

- ✓ Reasonable legal adviser costs and legal expense costs and expenses in respect of an insured event
- ✓ Employment Disputes and Compensation
- ✓ Other legal defence costs for criminal offences, wrongful arrest or GDPR

What is not insured?

- × Bodily Injury and Property Damage
- × Excluded Classes of Compensation Awards
- × National Minimum Wage Legislation
- × Parking Offences and Road Traffic Offences
- × Redundancy within 180 days
- × TUPE
- × Taxation Fines and Penalties

Section – Employers Liability

What is insured?

- ✓ Bodily injury damages arising from bodily injury to any employee during the course of employment within the UK or temporarily outside the UK.
- ✓ Defence costs and expenses, claimants' costs and expenses, and reasonable costs and expenses incurred by the Insured with the written consent of the insurer.
- ✓ Injuries to insured persons whilst such individual is working in connection with the business
- ✓ Corporate manslaughter and Corporate Homicide defence costs with the written consent of the insurer
- ✓ Unsatisfied court judgments which remain unsatisfied after 6 months of the date of judgment

What is not insured?

- × Employment practices dispute – any dispute, settlement, or adjudication
- × Any workers compensation scheme legislation
- × Any liability arising from compulsory insurance where the insured is required to arrange such insurance.
- × Any bodily injury arising from work undertaken on any offshore installation.

Are there any restrictions on cover?

- ! Contractual liability - fines, penalties, and punitive damages is not included
- ! GDPR Defence Costs – fines, penalties, and restoration of data is not included
- ! Indemnity to others at the request of the insured shall not include any officers or trustees of the insureds' pension scheme

Section – Public Liability

What is insured?

- ✓ Insureds' legal liability to third parties in connection with the insureds business, to pay damages in respect of:
  1. accidental bodily injury to any person not being an insured person; and
  2. accidental damage to property; and
  3. accidental personal injury; and
  4. unintentional advertising injury; and
  5. accidental nuisance, trespass or interference with any easement right of air, light, or waterway.
- ✓ Defence costs and expenses, claimants' costs and expenses, and reasonable costs and expenses incurred by the Insured with the written consent of the insurer.
- ✓ Cyber Liability including cyber security, customer notification expenses and privacy liability.
- ✓ Residential and Excess employers' liability

What is not insured?

- × Any loss arising out of or in any way connected to work undertaken on any offshore installation.
- × Any claim arising out of products or pollution.

Are there any restrictions on cover?

- ! Residential and excess employers liability shall not include illness, disease or death or any employees by USA or Canada
- ! Cyber liability coverage shall not include:
  1. any claims brought on behalf of the insured;
  2. any restrictions imposed by any governmental authority;
  3. any breach of patents, intellectual property rights, trade secrets, or good will;
  4. any failure to ensure that the insureds' network is protected by security practices and procedures;
  5. any programming errors relating to the design, architecture, or configuration of the insureds' network;
  6. any failure, outage, or disruption of power, utility services, satellites, or tele-communication services;
  7. any wear, tear, or gradual deterioration of data or software

Section – Product Liability

What is insured?

- ✓ Insureds' legal liability to third parties in connection with the insureds products, to pay damages in respect of:
  1. accidental bodily injury to any person not being an insured person; and
  2. accidental damage to property; and
  3. accidental personal injury; and
  4. unintentional advertising injury; and
  5. accidental nuisance, trespass or interference with any easement right of air, light, or waterway.
- ✓ Defence costs and expenses, claimants' costs and expenses, and reasonable costs and expenses incurred by the Insured with the written consent of the insurer.
- ✓ Financial Loss – all sums which the insured shall be legally liable to pay and defence costs and expenses arising out of any claim for accidental financial loss first made against the insured.
- ✓ Vendors – any vendor that is in connection with the insured and solely in respect of the distribution or sale of products shall automatically be added as an additional insured.

What is not insured?

- × Any products which are in any way connected to the United States of America or Canada or any territory within such jurisdiction.
- × Any products which are connected to any aircraft, aerospatial device, hovercraft or waterborne craft or for marine or aviation purposes.
- × Any products which are in the possession of or under the control of the insured.
- × Any claim arising out of pollution.

Are there any restrictions on cover?

- ! Financial Loss coverage shall not include:
  1. liability which attaches solely because of a contract or agreement;
  2. liability arising out of or in connection with delays, strikes, or labour disturbances;
  3. liability arising out of failure by the insured to meet delivery dates;
  4. claims brought by an insured against another parent or subsidiary of the insured;
  5. any circumstances giving rise to financial loss which occurred or alleged to have occurred prior to the retroactive date;
  6. any expenses incurred for withdrawal, repair, or replacement of products;
  7. fines penalties liquidated damages or payment to any statutory authority arising out of the enforcement or statutory requirements or the performance of statutory duties;
  8. passing off or infringement of any patent, copyright, design, trade mark, trade name or of any intellectual property right.
- ! Vendors liability coverage shall not include any legal liability arising from:
  1. any express warranty not authorised by the insured;
  2. any physical or chemical changes to the product, packaging or labelling not authorised by the insured;
  3. any products which after sale or distribution by the insured have been labelled or relabelled or used as a container, part or ingredient of any other product by or for the vendor;
  4. any liability other than arising out of the Insured's negligence; or
  5. any failure by the vendor to conduct agreed or usual testing or inspection of the Product;
  6. any Products which to the knowledge of the Insured are distributed by any vendor in the United States of America or Canada or any territory within their jurisdiction.

Section – Pollution Liability

What is insured?

- ✓ Insureds' legal liability to third parties arising out of or from pollution within the territorial limits, to pay damages in respect of:
  1. accidental bodily injury to any person not being an insured person; and
  2. accidental damage to property; and
  3. accidental personal injury; and
  4. unintentional advertising injury; and
  5. accidental nuisance, trespass or interference with any easement right of air, light, or waterway.
- ✓ Defence costs and expenses, claimants' costs and expenses, and reasonable costs and expenses incurred by the Insured with the written consent of the insurer.
- ✓ Legionella – any discharge, release or escape of legionella caused by a sudden, identifiable, unintended and unexpected incident.
- ✓ Pollution clean-up costs – legal liability for the cost of remediation legally required by an enforcing authority to be conducted by the insured and the cost of remediation conducted by an enforcing authority and legally sought from the insured by the enforcing authority in accordance with the terms of any environmental legislation.

What is not insured?

- × USA or Canada – any liability happening anywhere in the USA or Canada or any territory within their jurisdiction.

Are there any restrictions on cover?

! Pollution clean-up costs coverage shall not include:

1. the cost of reinstatement or reintroduction of flora or fauna;
2. remediation arising pre-existing pollution;
3. costs to curtail or minimise pollution once it has occurred or prevention of the spread;
4. any prosecution costs and expenses awarded against the insured;
5. any costs and expenses in respect of removal of any risk of an adverse effect on human health;
6. for damage caused deliberately or intentionally by the insured or where they have knowingly deviated from environmental protection rulings;
7. any amounts payable by way of compensation to third parties affected by pollution;
8. for any damage which is covered by a more specific insurance policy.

General Extensions to Public, Products and Pollution Liability

What is insured?

- ✓ Contingent liability (non-owned vehicles)
- ✓ Corporate manslaughter and corporate homicide act 2007 defence costs
- ✓ Court attendance compensation
- ✓ Defective premises
- ✓ GDPR defence costs
- ✓ Housing grants, construction, and regeneration act 1996 – costs and expenses
- ✓ Indemnity to others
- ✓ Indemnity to Principal
- ✓ Motor liability (mechanically propelled vehicles as a tool or plant)
- ✓ Overseas personal liability
- ✓ Property in the insureds care, custody or control
- ✓ Statutory defence costs
- ✓ Statutory fee for intervention

General Exclusions to Public, Products and Pollution Liability

What is not insured?

- × Care, custody or control
- × Contractual Liability
- × Product repair, replacement, recall or refund
- × Professional liability
- × Property being worked upon
- × Pure economic loss
- × Vehicles, Motorcraft, watercraft, and aircraft
- × Asbestos and polychlorinated biphenyls
- × Authorities
- × Defamation
- × Dishonest, malicious, criminal or deliberate illegal acts
- × Electronic Data
- × Nuclear hazards and radioactive contamination
- × War

Section – Manufacturers' Errors and Omissions Liability

What is insured?

- ✓ E&O damages alleging a manufacturer's error or omission including E&O Proceedings
- ✓ E&O damages for loss of use as a result of the failure of the insureds manufactured product
- ✓ Insureds legal liability to pay claimants costs and expenses arising from an E&O claim

What is not insured?

- × Bodily injury
- × Equitable relief
- × Physical damage resulting in loss of use
- × Punitive damages
- × Unfulfillable contracts

Section – Event Cancellation

What is insured?

- ✓ Direct financial loss resulting from cancellation, interruption or postponement of an event
- ✓ Ascertained net expenses
- ✓ Additional expenses for which the insured is liable and any additional expenses which serves to reduce any further loss

What is not insured?

- × Adverse weather conditions
- × Non-appearance of an individual scheduled to perform
- × Breach of contract of any kind
- × Dishonest, fraudulent, malicious or criminal acts by the insured or employees
- × Failure to make material arrangements for the production of the event
- × Diseases as described further within the respective section of the policy
- × Loss arising out of terrorism
- × Communicable Disease

Section – Abduction and Extortion

What is insured?

- ✓ Expenses incurred as a result or ransom or extortion demand in connection with a kidnapping or extortion threat
- ✓ Reasonable fees and expenses of any independent negotiators or consultants
- ✓ Reasonable travel and accommodation expenses incurred by the insured
- ✓ The salary which the insured continues to pay an employee while such employee is being held for ransom
- ✓ Reasonable fees for independent medical and legal advice incurred by the insured

What is not insured?

- × Loss due to any fraudulent, dishonest or criminal act by an employee
- × Loss resulting from an extortion threat against any employee or property located outside the territorial limit
- × Loss resulting from an extortion threat which had not been reasonably checked to determine the threat was genuine

Section – Confiscation and Deprivation

What is insured?

- ✓ Direct physical loss of or damage to insured property while at exhibitions, trade fairs, shows, or whilst in the custody of any outside salesman, resulting solely from expropriatory conduct or deprivation.

What is not insured?

- × Insolvency or bankruptcy or financial default of any party
- × the application of existing laws in force in the host country prior to inception to this policy
- × any failure to have all arrangements, agreements, licences, permits and understandings applicable to the Insured's property duly and validly authorised and executed

Section – Employee Fidelity

What is insured?

- ✓ Loss of money or goods belonging to the insured for which they are legally responsible caused by any act of crime committed by an employee within the territorial limits and during the period of insurance
- ✓ Auditors' fees incurred to substantiate the claim, with the insurer's consent
- ✓ Reasonable cost of re-writing or amending the software programmes or systems

What is not insured?

- × Loss of interest or consequential loss of any kind

Section – Directors and Officers

What is insured?

- ✓ Legal liability for wrongful acts (including wrongful employment acts) in respect of the insureds' directors/officers while carrying out their duty as a director of the company.
- ✓ Defence costs and expenses in connection with the defence of any claim
- ✓ The prosecution costs of each insured officer, where permitted by law
- ✓ Bail Bond and Civil Bond Expenses
- ✓ Compensation for Court Attendance
- ✓ Outside Company Executive

What is not insured?

- × Bodily injury and property damage
- × Actions brought in the USA
- × Initial Public Offering
- × Pension Trustee Liability

Section – Media Management Crisis Costs

What is insured?

- ✓ Reasonable and necessary expenses by a public relations firm hired by the insured to provide media management services to respond to adverse publicity/media attention directly resulting from a claim covered under the policy.

What is not insured?

- × Salaries or benefits of the employees, bodily injury, property damage, business interruption or claims adjustment expenses.
- × Social media campaigns instigated by individuals.

Policy Exclusions

What is not insured?

- × Asbestos and polychlorinated biphenyls
- × Defamation
- × Fines and Penalties
- × Joint Ventures
- × Northern Ireland
- × Nuclear hazards and Radio contamination
- × Pollution
- × Punitive, exemplary or multiple damages
- × War

What are my obligations?

- Unoccupied Premises – notice must be given to the insurer when the premises is left unoccupied
- Notice of claims must be given to the insurer as soon as reasonably practicable
- Salvage sale – if following an incident giving rise to a claim, the insured shall hold a salvage sale
- Provision of information – the insured must provide all information relating to the circumstance, claim or occurrence immediately.
- Settlement/Admission of liability – the insured shall not admit or assume any liability, consent to any judgment or agree any settlement offer without the insurers' consent.
- Premium payment – the premium shall be paid by the insured in accordance with the requirements set out in the policy
- Reasonable precautions
- Subrogation

When and how do I pay?

Premium is payable in full by the insured to the insurer in accordance with the settlement due date or no later than 90 calendar days of the commencement of the period of insurance.

When does the cover start and end?

The policy has a 12 month term and is renewable annually

How do I cancel the contract?

The policy may not be cancelled unless the insurer agrees mutually in writing to do so. In the event of such agreement, the insurer shall within 7 days write to:

1. the insured providing notification that the policy will be cancelled with effect from a date not less than 30 days after the date of the agreement;
2. the relevant institute, notifying it of the cancellation agreement, the effective date of cancellation and the insureds name.