

Online Retailer Insurance Policy Schedule

Policy reference	Type of schedule	Date of issue
MHGS2880116XB	New business	19 October 2020

This document is a summary of the insurance you've bought. It includes information you or anyone acting on your behalf provided before we agreed to insure you. This includes details of the cover given, cover limits, the excesses and any changes to the standard policy wording which are specific to your own circumstances.

Please remember that your cover is based on the information that you've given us. We need to ensure you have the right cover now and throughout your cover, so please tell us if anything changes. If you need to make a claim and any of the details you've given us are incorrect, you may not be covered.

References to You or Your include anyone covered under this insurance (e.g family members and business partners).

You should always read this document together with the policy wording.

How to contact Simply Business

Simply Business
Sol House
29 St Katherine's Street
Northampton
NN1 2QZ
UK

T: 0333 014 6683
F: 01604 824399
E: contact@simplybusiness.co.uk

To make a claim, please call 0333 207 0560 or email simplybusiness@cl-uk.com as soon as possible.

If you need to make any changes to your policy, such as adding or removing employees or updating your address, please call 0333 014 6683 or email contact@simplybusiness.co.uk. You can also call us on this number to cancel your policy.

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Premium details	
Annual premium	£160.00
Plus 12.0 % Insurance Premium Tax	£19.20
Total premium	£179.20

Policy details	
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Period of insurance	
From 20 October 2020	Until 19 October 2021
Underwriters	HDI Global Specialty SE and Great Lakes Insurance SE
Schedule version	1
Wording version	1

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Insured details	
Name of insured	Charlie Spencer-Gray Trading As Ravenous Fudge
Business description	Online Retailer
Type of goods sold	Sweets & Confectionary
Risk address	94 Harsnett Road, Colchester
Risk postcode	CO1 2HX
Annual turnover	£25,000
Years trading	Over 5 years

Cover details: Liability	
Cover for	Covered up to
Public Liability and Products Liability	£2,000,000
Employers' Liability	£10,000,000

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Cover details: Property damage	
Cover for	Covered up to
Main building	Not included
Tenants' improvements	Not included
Contents	Not included
Stock	Not included

Cover details: Business interruption		
Cover for	Covered up to	Indemnity period
Loss of income	Not included	

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Cover details: Excesses	
You will have to pay the first part of any claim. The amount you will have to pay is shown below.	
Public Liability and Products Liability	Excesses
Bodily injury	No excess
Any other claims for damage to third party property	£500
Employers' Liability	Excesses
All claims	No excess

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Endorsements

PD152 - Exhibition, Trade Fairs and Markets

The insurance provided by this **section** extends to indemnify **you** for **damage** to **property insured** while at exhibitions, trade fairs and markets within Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands and the Isle of Man, except that **we** will not be liable for **damage**:

- a. to watches, tobacco, cigars, cigarettes, wines and spirits, documents, audio equipment, radios, televisions, video equipment and pictures;
- b. caused by theft or pilferage by an employee either as a principal or accessory;
- c. resulting directly from defective packing, faulty assembly or dismantling;
- d. recoverable under any other insurance or in any other way;
- e. caused by theft or attempted theft, but this exclusion will not apply where the theft or attempted theft takes place from a building and the theft or attempted theft meets the following condition:
 - i. the theft or attempted theft takes place from a building and the theft or attempted theft must involve entry to or exit from the building by violent and forcible means, or must arise from robbery or attempted robbery

Our maximum liability under this extension shall not exceed £2,000 in respect of any one loss or in the aggregate during any **period of insurance**.

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IA2015 - Amendment to your policy: Insurance Act 2015 Endorsement

The Insurance Act 2015 comes into effect on 12 August 2016. It makes some important changes to your relationship with your insurer, including rules about the application of warranties and conditions, fraudulent claims, and fair presentation of risk. It's designed to make insurance clearer and fairer.

The Act itself is pretty technical, so we've explained the key facts in plain English here: www.simplybusiness.co.uk/legal/insurance-act-2015. For full details and the legal wording, here's the Endorsement which is added to your policy.

Endorsement

This notice contains the following endorsement which is incorporated into and forms part of the policy.

INSURANCE ACT CHANGES TO POLICY CONDITIONS

The insurance provided by this policy is subject to the following clauses which will override and replace any conditions in the policy to the contrary.

Application of Warranties

1. Any reference in the policy to the proposal form/statement of fact/basis of insurance/ information provided, as being the basis of the contract is removed.
2. Any term which uses the word "warranty" or "warranted" wherever it may appear in your policy shall be construed as a suspensory condition. This means that we will have no liability under the policy to indemnify you after the term has been breached until the breach is remedied by you.

Conditions Precedent

We will not rely on breach of a condition precedent to decline a claim if that condition was designed to reduce a loss of a particular kind at a particular location and/or at a particular time and you are able to prove that non-compliance with the condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Fraudulent claims

If any fraud is committed by you in relation to a claim under the policy then we will not pay that claim. We also elect to treat the policy as terminated from the date of the fraudulent act, in which case premiums are non-refundable.

Fair presentation of risk condition

You have a duty to make a fair presentation of the risk which you wish to insure. This applies prior to the start of your policy, if any variation is required during the period of insurance and prior to each renewal. If you do not comply with this condition then:

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1. If the failure to make a fair presentation of the risk is deliberate or reckless we can elect to make your policy void and keep the premium. This means treating the policy as if it had not existed and that we will not return your premiums, or
2. If the failure to make a fair presentation of the risk is not deliberate or reckless and we would not have provided cover had you made a fair presentation, then we can elect to make your policy void and return your premium, or
3. If the failure to make a fair presentation of the risk is not deliberate or reckless and we would have issued cover on different terms had you made a fair presentation of the risk then we can:
 - a. reduce proportionately any amount paid or payable in respect of a claim under your policy using the following formula. We will divide the premium actually charged by the premium which we would have charged had you made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
 - b. treat your policy as if it had included the different terms (other than payment of the premium) that we would have imposed had you made a fair presentation.
4. Where we elect to apply one of the above then:
 - a. if we elect to make your policy void, this will be from the start of the policy, or the date of variation or from the date of renewal.
 - b. we will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the policy, or the date of variation or from the date of renewal
 - c. we will treat the policy as having different terms imposed from the start of the policy, or the date of variation or from the date of renewal depending on when the failure to make a fair presentation occurs.

Sanctions laws Endorsement

The Sanctions condition is also applied your policy by the following endorsement which is incorporated into and forms part of the policy. This has been introduced to all policies and relates to legal sanction, prohibition or restriction under United Nations resolutions.

Sanctions condition

The insurance provided by this policy is subject to the following clause.

With immediate effect this contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of your policy that we will not provide cover, or pay any claim or provide any benefit under your policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

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Statements of fact

Please review the facts shown below. You provided this information when requesting your insurance.

If any of these facts are not correct, you might find you're not covered if you have to make a claim.

References to "You" or "Your" include anyone involved in running the business. (e.g. family members and business partners).

The items you sell and services you provide	
Question	Answer provided
You don't sell goods to the USA or Canada.	I agree
All items you sell are sourced from suppliers located in: <ul style="list-style-type: none"> • the UK, the European Union, Switzerland, Norway or Iceland • the United States or Canada • Australia or New Zealand • Japan • South Africa 	I agree
You don't manufacture your own goods for online sale	I agree
You don't provide any services away from the business premises, other than collection and delivery.	I disagree
Work away from the premises is limited to markets, trade fairs & exhibitions only	I agree
You will attend no more than 12 events of this type per calendar year	I agree

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You don't sell any single item worth more than £2,500.	I agree
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Cover options	
Question	Answer provided
Excess protection (£4.67 per month)	Don't include this cover
Legal Expenses (£5.56 per month)	Not required

Your premises and surroundings	
Question	Answer provided
Your business isn't based in a warehouse or industrial unit.	I agree

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Claims, convictions and potential claims	
Question	Answer provided
You've never had any request for insurance refused or had your insurance cover restricted or cancelled by your insurer.	I agree
You haven't had any claims (whether insured or not) and no one has asked you for compensation in the last 5 years.	I agree
You are not aware of anything that might cause a future claim or request for compensation.	I agree
You've never: <ul style="list-style-type: none"> • Been made bankrupt. • Had a receiver or liquidator appointed. • Entered an individual or company voluntary arrangement (IVA or CVA). 	I agree
You've never been disqualified from holding a directorship.	I agree
You haven't received a court judgment regarding debt (either as an individual or in connection with a business).	I agree
You haven't been convicted of a criminal offence (other than one that is spent or a minor motoring offence, such as speeding tickets).	I agree