

# **Policy Summary - Commercial Combined Insurance**

This summary contains limited information and does not form part of the policy. For the full terms, conditions, limitations, warranties and exclusions please refer to the policy documents. A copy policy is available on request. Unless otherwise stated in the schedule, policies are valid for 12 months and are renewable annually. You may need to review and update the cover periodically to ensure it remains adequate.

The policy is underwritten on behalf of:
Sections 1-9 and 12 - 14 - Arch Insurance (UK) Limited
Section 10 – HSB Engineering Insurance Limited (refer to separate policy summary)
Section 11 - DAS Legal Expenses Insurance Company Ltd ("DAS")

Significant Features and Benefits	Significant and Unusual Exclusions or Limitations
Section 1 – Property Damage (if selected) Covers damage to your buildings (including plain plate glass and sanitary fittings), contents, or stock caused by accidental loss destruction or damage (including all defined perils). Day One basis of cover available.  Defined perils: Fire, lightning, aircraft, explosion, earthquake, riot, malicious	The excess shown in the schedule.  Minimum Standards of Security applies.  Theft (if insured) not involving forcible/violent entry to or exit from the building.
damage, storm, flood, escape of water from tanks, apparatus or pipes, impact, accidental damage.  Optional cover for theft and subsidence. 'Day one' inflation Protection. Theft – includes theft of keys up to £1,000 for	Damage caused by wear and tear, gradual deterioration, faulty or defective design.  Damage caused by mechanical or electrical breakdown or derangement.
replacement of external locks.  Loss of metered water following damage, up to £2,500, (unless the building is empty).	Damage caused by rot, corrosion, vermin, insects, electrical or mechanical breakdown, cleaning, repair, acts of fraud or dishonesty, unexplained disappearance, shortage, gradual deterioration, wear and tear, vermin.
Trace and access, up to £10,000 to locate and make good damage following escape of water from any tank, apparatus or pipe, or accidental damage to cables, underground pipes and drains to the premises.	Damage caused by theft, storm or flood to fences, gates and moveable property in the open.  Damage caused by malicious persons or escape of
Capital additions/acquisitions up to 10% of buildings and contents (up to maximum of £250,000).  Additional costs of complying with Public Authority	water or oil in respect of any building which is empty.  Subsidence excludes damage due to settlement of made up ground or new structures, coastal or river erosion,
requirements (up to maximum of £250,000). Professional fees, removal of debris costs.	construction, demolition or structural alteration at any property, groundworks, excavation.  Empty buildings condition applies.
Damage to landscaped gardens by emergency services as a result of an insured peril, up to £5,000.	
Section 2 – Business Interruption (if selected) Financial compensation following interruption to the business resulting in an insured loss by a cause covered under Section 1 Property Damage.	Losses excluded and perils not insured under Section 1 Property Damage.  Loss caused by the deliberate act of a utility supplier.
Optional indemnity periods up to 36 months	Certain optional extensions limited to Great Britain,
Optional inflation protection	Northern Ireland, the Channel Islands and the Isle of Man.
Basis of cover options - Gross Profit/Estimated Gross Profit, Gross Revenue/Estimated Gross Revenue, Increase in Cost of Working, Rent Receivable, Book Debts.	

Section 2 – Business Interruption (continued)	
Optional extensions available up to £100,000:	
Contract Sites.	
Denial of access	
Failure of Public Supply	
Infectious Diseases (for specified illnesses and subjections)	+
to conditions)	`
Public Utilities	
Specified Customers	
Specified Suppliers,	
Storage Sites,	
Transit,	
Unspecified Customers	
Unspecified Suppliers.	
	The average shares in the pale dule
Section 3 – Goods in Transit (if selected)	The excess shown in the schedule.
Damage to business property whilst in transit.	Cover limited to Creek Britain Northern Ireland the
Additional annual interpretation and the	Cover limited to Great Britain, Northern Ireland, the
Additional expenses incurred in transferring property to	
vehicle, removing debris, reloading, and re-secu	
property (limit of £5,000).	Vehicle security requirements apply.
Damage to clothing/personal effects (limit of £500).	Theft from unattended vehicles between 9pm and 6am
Damage to clothing/personal effects (limit of £300).	unless vehicle is garaged in a locked building or
Democra to terraciline renes about (limit of C4 000)	compound.
Damage to tarpaulins, ropes, sheets (limit of £1,000)	compound.
	Damage caused by defective packing, disappearance
	or unexplained shortage.
	or unexplained ellertage.
Section 4 - Money and Assault (if selected)	The excess shown in the schedule.
Loss of money pertaining to the business in transit up	to the
limit insured, in the premises during business hours ar	
bank night safe.	the Channel Islands and the Isle of Man and subject to
	money carryings clause.
Loss of non-negotiable money (for example crossed che	
standard limit £250,000.	Loss of money arising from the acts of dishonesty by an
	employee not discovered within 7 days.
Money in the premises outside business hours, in uns	pecified
locked safe £1,000 (not in locked safe £250).	Error/omission, fraud; loss from unattended vehicles.
Assault - Bodily injury as a result of robbery or attempted	Assault - injury influenced by any existing physical
robbery.	defect, infirmity or medical condition
	,
Costion F Employers' Link life (if colored)	Work undertaken offshore.
Section 5 – Employers' Liability (if selected)	
Your legal liability for damages and legal costs in resp bodily injury, death, disease, illness or nervous shock	
employees during their employment.	Road Traffic Acts legislation.
employees during their employment.	
Standard Limit of Indemnity of £10,000,000.	
	Cover for acts of Terrorism limited to £5,000,000.
1	Cover for acts of Terrorism limited to £5,000,000.
Covers employees temporarily working overseas.	Cover for acts of Terrorism limited to £5,000,000.  Limit of £5,000,000 in respect of claims arising from
Covers employees temporarily working overseas.	
Covers employees temporarily working overseas.  Legal costs for defending prosecutions under health a	Limit of £5,000,000 in respect of claims arising from asbestos.
	Limit of £5,000,000 in respect of claims arising from asbestos.  nd  Compensation under the Corporate Manslaughter and
Legal costs for defending prosecutions under health a	Limit of £5,000,000 in respect of claims arising from asbestos.

Section 6 – Public Liability and Products Liability (if selected) Your legal liability for damages and legal costs in respect of	Work undertaken offshore.
accidental bodily injury, death, disease, illness or nervous shock to any person, damage to third party property, obstruction, trespass or nuisance, wrongful arrest or detention.  Damage caused by products supplied anywhere in the world. Legal costs for defending prosecutions under health and safety legislation.	Public and Products Liability arising from professional advice given.
	Product Liability from product's guarantees and recall.
	Products Liability arising from products exported to the United States of America or Canada.
Liability incurred in connection with the Defective Premises Act, Data Protection Act (limit of £250,000), Consumer Protection Act and Food Safety Act legislation.  Contingent Motor Liability cover.	Liability arising out of work in or on aircraft or arising from products for use in or on aircraft.
	Ownership or use of a mechanically propelled vehicle where compulsory insurance is required.
	Pollution or contamination unless caused by a sudden and identifiable incident.
	Loss arising from asbestos.
	Liability for injury to employees.
	Punitive damages awarded by any Court of Law.
	First £250 for each claim for Property Damage.
	Compensation under the Corporate Manslaughter and Corporate Homicide Act limited to £5,000,000.
Section 7 – All Risks (Specified Items) (if selected)	The excess shown in the schedule.
Loss or damage to specified property at the premises or in defined geographical areas.	While property is left in an unattended vehicle unless the vehicle is securely locked.
	Loss arising from wear and tear.
	Acts of dishonesty by employees.
	Unexplained disappearance.
Section 8 – Personal Accident (if selected)	Age limits 16-70.
Accidental bodily injury to any principal, partner or director during the Operative Time of Cover causing death, loss of limb, sight, speech or hearing, or permanent total disablement.	Injury resulting from participation in certain hazardous or sporting activities.
	Injury from aviation other than as a fare-paying passenger.
	Injury sustained whilst under the influence of alcohol or drugs.
Section 9 – Directors and Officers Liability (if selected) Wrongful acts, including error, omission, misstatement, neglect or breach of duty made or committed by an Insured Director.	Loss arising out of any criminal, dishonest, fraudulent, willful, intentional or malicious act or omission.
	Loss arising out of an employment practice violation.
	Loss arising out of any pending or prior litigation.
	Loss arising out of any legal action brought in a court within the United States of America or Canada

#### Section 10 - Equipment Breakdown (if selected)

The Insurer for this Section is HSB Engineering Insurance Limited

Refer to separate Equipment Breakdown policy summary for details of significant features and benefits, claims procedure and complaints procedure.

Cover for this section may or may not be available to you. It is your duty to check the schedule carefully as this will identify if this section is operative or not.

Refer to separate Equipment Breakdown policy summary for details of significant and unusual exclusions or limitations

#### Section 11 - Legal Expenses (if selected)

Access to telephone legal advice, along with insurance cover for legal costs and expenses should you experience one of the legal problems covered by this policy in relation to your business activities.

Legal costs of up to £500,000 per claim are covered. Employment compensation awards are also subject to an aggregate limit of £1,000,000 in any one period of insurance.

DAS will appoint a preferred lawyer or other professional for you. Unless DAS are liable for a compensation award under the policy, you may choose your own lawyer when legal proceedings start or if there is a conflict of interest.

Helplines and online tools are included for your assistance

- Legal advice helpline.
- Tax advice helpline.
- Counselling helpline.
- ID theft helpline.
- Employment Manual: guidance on employment law.
- DASbusinesslaw: online law guide and template documents for download.

# **Employment Disputes and Compensation Awards**

Defending your legal rights:

- before proceedings following the dismissal of an employee,
- or where the employee or ex-employee contacts ACAS to commence the Early Conciliation procedure,
- in unfair dismissal disputes under the ACAS Arbitration Scheme.
- in proceedings following a dispute relating to an employee's employment contract, or an alleged breach of their (or a former or prospective employee's) statutory rights.

Defending your employees in civil actions for unlawful discrimination or as a trustee of a pension fund. Costs to recover possession of your premises from employees or ex-employees.

For accepted Employment Disputes claims, payment of compensation awards or damages.

#### Legal Defence

Defence of your and your employees' legal rights following an alleged criminal offence, wrongful arrest or in a civil action for compensation under data protection legislation.

Appealing a statutory notice affecting the business.

Payment of an employee's salary or wages whilst attending a court or tribunal or doing jury service.

Defence against a disciplinary case brought by the relevant authority against you or your employee.

# **Statutory Licence Appeal**

An appeal following a decision to suspend, or alter the terms of, or refuse to renew, or cancel your licence.

Claims which do not arise directly in connection with the insured business.

Any claim reported to DAS more than 180 days after the date you should have known about the insured incident. Civil cases (except Crisis Containment, Social Media Defamation and Corporate Identity Theft) where the lawyer DAS appoint for you does not believe you will be more likely than not to win your case.

Costs you incur without DAS' expressed acceptance. Legal problems that started before the date your cover begins.

Costs and compensation awards which exceed the policy limits.

Fines, penalties, compensation or damages you are ordered to pay by a court or other authority other than compensation awards covered under Employment Disputes and Compensation Awards and Legal Defence The VAT element of any costs if you are registered for VAT

If DAS agree you can choose your own lawyer, any costs above £100 per hour (this amount may vary from time to time).

# **Employment Disputes and Compensation Awards**

Claims relating to:

- employee internal disciplinary or grievance procedures
- disputes within the first 90 days of the start of this section
- a dispute with an employee subject to a warning issued 180 days immediately preceding the start date of this section if the dispute arises within 180 days of the section start date
- any claim relating to a redundancy which occurs within the first 180 days of the start of this section
- compensation awards following a breach of statutory duty, where you did not seek and follow legal advice after becoming aware of the issue
- Transfer of Undertakings Regulations or the Transfer of Employment (Pension Protection) Regulations.

**Legal Defence** for criminal prosecutions relating to a motor vehicle.

#### **Contract Disputes**

Disputes over the purchase, hire, sale or provision of goods or of services.

#### **Debt Recovery**

Disputes relating to the recovery of money and interest due from the sale or provision of goods or services, including the enforcement of a judgment.

## **Property Protection**

Pursuing disputes relating to your physical property following physical damage to such property or a legal nuisance or trespass.

#### **Personal Injury**

Sudden or specific accidents causing the death of or bodily injury to an employee or their family.

#### **Tax Protection**

A tax enquiry, employer compliance dispute or VAT dispute.

#### **Tenancy Disputes**

Disputes between you and your landlord relating to premises rented by you.

# **Crisis Containment**

Costs up to £25,000 in respect of a PR crisis, including telephone guidance and, if necessary, additional help such as legal support.

# **Employment Restrictive Covenants**

Disputes relating to a breach of a restrictive covenant contained within an employment contract.

# Social Media Defamation

Costs to write to the provider of a social media website, and to the author (if known), in order to remove defamatory comments made about you or your employees.

#### **Corporate Identity Theft**

Defence of your legal rights and help with restoring your credit status, following the unlawful use of your business' identity to obtain credit, financial products, goods or services. Also, help with regaining the identity of your directors and their spouses, following a theft of their identity.

#### Section 12 - Frozen Food (if selected)

Deterioration of stock in a frozen food cabinet, freezer, or cold store caused by change due to breakdown of the unit, thermostat failure, accidental failure of public electricity supply, or by accidental leakage of refrigerant fumes.

#### Section 13 - Loss of Licence (if selected)

The reduction in the value of the interest in the property as a result of the loss of licence granted for the sale of excisable liquor.

Standard maximum limit of liability of £100,000.

# **Contract Disputes and Debt Recovery**

Claims relating to:

- a dispute arising within the first 90 days of the section (if the agreement was entered into before the start of this section)
- where the amount in dispute is £200 or less (incl. VAT)
- relating to a lease, licence, or tenancy of land or buildings
- relating to financial products.

**Personal Injury** claims relating to an illness or injury that happens gradually, or those solely for psychological injury or mental illness, or clinical negligence.

**Tax Protection** claims relating to an investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

**Tenancy Disputes** claims relating to the negotiation, review or renewal of the lease or tenancy agreement, or reviewing rents.

**Crisis Containment** claims that could be dealt with through your complaints process or that affect the whole industry, and any costs in excess of the limit of £25,000 per claim.

# **Employment Restrictive Covenants**

Claims relating to:

- covenants that exceed 12 months
- a dispute arising within the first 90 days of the section
- covenants applying to employees who transferred to the business under the Transfer of Undertakings Regulations

**Social Media Defamation** claims where the employee that is the subject of the defamatory comment is not aged 18 years or over.

Corporate Identity Theft claims where the fraud has been committed by anyone entitled to make a claim under the policy or where reasonable actions have not been taken to prevent continued unauthorised use of the stolen identity. Losses that are not directly covered will not be paid e.g. reimbursement of unlawfully obtained funds, or losses for anyone other than you, your directors or their spouses.

The excess shown in the schedule.

Loss from any freezer over 10 years old unless a maintenance agreement is in force.

Wear, tear, gradual deterioration.
Failure to correctly set temperature controls.

Loss of licence arising from town or country planning redevelopment.

Loss of licence arising from a change in the law.

Where statutory compensation can be obtained for loss of licence, compulsory purchase, surrender. redistribution.

Section 14 - Terrorism (if selected)

Extension of cover for Sections 1 and 2

Damage or loss to items insured under Sections 1 and 2 caused by acts of Terrorism in United Kingdom, Isle of Man and the Channel Islands.

#### Extensions included within this section

Lower limits and threshold amounts apply to some parts of the Terrorism section, refer to section 14 of Your policy wording for full details of the cover provided

Loss of Rent and Alternative Accommodation

**Brand Rehabilitation** 

Claims Preparation Costs

Full Failure of Utilities

Looting

Loss of Attraction

Prevention of Access - Damage and Non Damage

Property Stored

Specified Suppliers and Customers

**Unspecified Suppliers and Customers** 

Telecommunications

Threat or Hoax

Terms, conditions and exclusions of Section 1 and 2 will apply.

Exclusions specified within the section;

We will not indemnify You for

any loss by riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

any loss or damage by electronic means

damage or any other loss caused by biological or chemical pollution or contamination

loss or damage by nuclear detonation nuclear reaction nuclear radiation or radioactive contamination

the Excess applicable to the Property Damage Section

Terrorism cover cannot be purchased selectively. If Terrorism cover is required it must apply to all insured property.

# Exclusions applicable to the whole policy

Insurers will not pay claims in relation to -

Epidemic/Pandemic Disease (not applicable to Section 5, 6 and 14)

Radioactive, nuclear or ionising radiation

Pollution (except as provided under the sections for Employers' Liability and Public and Products Liability)

Unoccupied premises – unless insurers have agreed to cover

Change in the water table

Riot, civil commotion and malicious persons in Northern Ireland

War

Terrorism (unless the Terrorism section has been included)

### Territory, terms and conditions, excess

The policy will be subject to the law of England unless the insurers agree otherwise. No benefit will be provided to any person in breach of any national or international sanction or law.

The policy is intended to cover commercial businesses located within the UK, Isle of Man and Channel Islands. There are circumstances where cover applies beyond these areas, please refer to the particular sections of the policy wording for details

For full terms, conditions, limitations, warranties and exclusions please read the policy document. Specific terms may apply in specific circumstances, depending on the nature of the risks being insured and any extensions applicable. The policy contains warranties describing actions that you must take or avoid for any cover to operate. Insurers may decline to pay a claim if you do not comply with the terms, conditions and warranties as they are described in the policy wording.

You may have to pay the first amount of any claim under certain Sections - the excess. The amount is shown in the schedule. If you do not comply with the terms of the Policy, any claim you make may only be partially settled or may be declined. An 'average' clause applies. This means that if sums insured are not sufficient to cover values at risk then insurers will only pay a proportion of any loss claimed.

## Your obligations

#### You must

- Make a fair presentation to us of the risk at the start, renewal or variation of the policy
- Tell us if there are changes to the risk
- Maintain your premises and property in good condition
- Take all reasonable steps to avoid injury, damage or any other claim
- Comply with the terms and conditions of the policy generally, and in each applicable section
- Cooperate with the insurers in the event of a claim
- Pay the premium

#### Paying the premium

For information on how to pay the premium, please contact your broker.

#### Claims should be notified to -

Sections 1-9 and Sections 12-14	Arch Insurance (UK) Ltd Tel: 0345 258 7170 email; commercial@archinsurance.co.uk
	For Section 9 - Directors and Officers Tel: 0207 621 4500
Section 10 (Equipment Breakdown)	HSB Engineering Insurance Ltd
	Tel: 0330 100 3432 Or email; new.loss@hsbeil.com
Section 11 - Legal Expenses	DAS
	Tel: 0370 755 3111, quoting TS5/4077177
	Please do not ask for help from a lawyer or anyone else before DAS have agreed that you should.

# Complaints

If you wish to complain about the way your policy was sold, contact the Broker who arranged the cover.

If you wish to complain about the cover or a claim please contact:-

Sections 1-9 and Sections 12-14	The Complaints Officer
	Arch Insurance (UK) Ltd
	5th Floor, Plantation Place South
	60 Great Tower Street
	London EC3R 5AZ
	Phone: 0207 621 4500
Section 10 (Equipment Breakdown)	The Group Operations Manager
	HSB Engineering Insurance Limited
	Chancery Place, 50 Brown Street, Manchester,
	M2 2JT
	Phone: 0330 100 3433
	E-mail: complaints@hsbeil.com
Section 11 (Legal Expenses)	Customer Relations Department
	DAS Legal Expenses Insurance Company Ltd
	DAS House, Quay Side, Temple Back, Bristol BS1 6NH
	Tel 0344 893 9013
	customerrelations@das.co.uk
	Or complete an online complaint form at
	www.das.co.uk/about-das/complaints

Please quote your policy number in all correspondence so that your complaint may be dealt with speedily. If you remain dissatisfied then you may be able to refer your complaint to

The Financial Ombudsman Service, Exchange Tower, London E14 9SR Tel: 08000 234 567

Further information about the service and eligibility is available at http://www.financial-ombudsman.org.uk.

# Cancellation of this policy and policy charge

If you cancel this Policy in the first 14 days of the first period of insurance, the Insurer will make a full refund of premium to You, unless You have made a claim or there has been any incident that may give rise to a claim.

You may cancel at any other time and the Insurer will allow a pro rata return of premium, less a deduction of £50 (plus any applicable Insurance Premium Tax), unless You have made a claim or there has been any incident that may give rise to a claim.

The Insurer reserves the right on refunding any premium paid if You have made a claim under this Policy or there has been any incident that may give rise to a claim. In this case, no premium may be refunded.

# **Financial Services Compensation Scheme**

Arch Insurance (UK) Limited, DAS Legal Expenses Insurance Company Limited and HSB Engineering Insurance Ltd are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event that they cannot meet their obligations. Further details can be obtained from Financial Services Compensation Scheme, 10th Floor, Beaufort House, St Botolph Street, London EC3A 7QU Tel: 0800 678 1100 or www.fscs.org.uk.