



R&Q Commercial Risk Services Limited

# **Commercial Combined Insurance Summary of Cover**

November 2018 Edition

# Commercial Combined Insurance Policy Overview

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This Policy is designed to cover the assets, earnings and the legal liabilities of Your business. Sections 1-4, 7-9 and 12-14 are underwritten by Canopius Managing Agents Limited Syndicate 4444 and Amlin UK plc, Sections 5, 6 and 15 are underwritten by Faraday Underwriting Limited for and on behalf of Syndicate 435 at Lloyd's, Sections 10 and 16 are underwritten by HSB Engineering Insurance Limited and Section 11 Legal Expenses is provided by ARAG plc and underwritten by Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof) managed by Brit Syndicates Limited.

## About R&Q

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**This Insurance product has been arranged by R&Q Commercial Risk Services Limited on behalf of the under noted Insurers named herein:**

R&Q Commercial Risk Services Limited is registered in England and Wales No: 07313009 (FRN: 530938), Registered Office: 71 Fenchurch Street, London, EC3M 4BS.

R&Q Commercial Risk Services Limited is an Appointed Representative of R&Q MGA Limited which is authorised and regulated by the Financial Conduct Authority (FRN: 440543).

R&Q Commercial Risk Services Limited is wholly owned subsidiary of Randall & Quilter Investment Holdings Ltd. Randall & Quilter Investment Holdings Ltd. is a diverse insurance group, headquartered in Bermuda but with extensive operations in the UK, US, Canadian, Bermuda and Continental Europe Markets. The Group is a leading insurance service provider to the non-life insurance market. Its extensive service offering (ranging from full back office management to bespoke services) covers the live, run-off and captive market segments.

## About Your Insurers

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**Sections 1 - 9 and 12 - 14 are underwritten by:  
Canopius Managing Agents Limited Syndicate 4444  
Proportion 50%**

Canopius Managing Agents Limited Syndicate 4444 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Canopius Managing Agents Limited Syndicate 4444 is registered in England No. 01514453. Registered office: Gallery 9, Lloyd's of London, One Lime Street, London EC3M 7HA

**Sections 1 - 9 and 12 - 14 are underwritten by:  
Lloyd's Syndicate 2001 managed by MS Amlin Underwriting Limited through its appointed representative Amlin UK Limited  
Proportion 50%**

Amlin UK Limited is wholly owned by and an Appointed Representative of MS Amlin Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918. Amlin UK Limited is registered in England No. 2739220. Registered office: The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AG.

**Sections 5, 6 and 15 are underwritten by Faraday Underwriting Limited for and on behalf of Syndicate 435 at Lloyd's**

Faraday Underwriting Limited is a limited company registered in England under company number 1682486. Registered Office: 5th Floor Corn Exchange, 55 Mark Lane, London EC3R 7NE. Authorised by the Prudential Regulation Authority and Regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN: 204910).

**Sections 10 and 16 are underwritten by HSB Engineering Insurance Ltd**

This Section is underwritten by HSB Engineering Insurance Limited, registered in England and Wales: 02396114, New London House, 6 London Street, London EC3R 7LP. Registered as a branch in Ireland: 906020. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN:202738).

HSB Engineering Insurance Limited can call upon over 140 years strength and expertise in the engineering and inspection industry.

**Section 11 is underwritten by Brit Syndicate 2987 at Lloyd's**

This Section is provided by ARAG plc and underwritten by the Insurer. ARAG plc and Brit Syndicate 2987 at Lloyd's are authorised and regulated by the Financial Conduct Authority, registration number 452369 and 204930 respectively. Registered Office: ARAG plc, 9 Whiteladies Road, Clifton, Bristol BS8 1NN

## **About Your Insurance Broker**

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Your Insurance Broker is the organisation that You arranged this insurance with and should be Your first point of contact for any queries You may have on the Policy, other than claims. Claims contact numbers can be found under the Notifying a Claim Section of this document. See also Section 19 – **Claims Procedure** and the **Enquiries and Complaints Procedure** of Your Policy Wording Document which is to be read in conjunction with this Policy Summary.

## Covers

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- Property – provides All Risks cover for loss or damage to:
  - Business contents including stock, machinery, fixtures and fittings, tenants improvements and decorations
  - Buildings (where insured) including landlords fixtures and fittings, boundary walls, gates and fences
  - Glass and sanitary fittings including breakage of fixed, plain and wired glass
- Business Interruption – designed to help You keep Your business going if it is interrupted by a cause or peril covered under the property section. Cover for Book Debts is included
- Goods in Transit – insures Your stock and business goods whilst in transit anywhere in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands
- Money and assault – insures loss of business money and provides compensation for an accident sustained as a direct result of an attack while carrying on the business
- Employers Liability – This insurance protects You against damages and legal costs that arise as a result of claims from employees suffering death, injury, illness or disease from their employment.
- Public and Products Liability – Cover is provided in respect of legal liability in connection with Your business to pay compensation including legal costs for:
  - (a) Accidental death or injury to any persons excluding employees
  - (b) Accidental loss or damage to third party property
  - (c) Accidental injury or accidental loss or damage caused by products supplied by You
- Environmental Impairment Liability - Cover is provided in respect of all sums which You are legally liable to pay including claimant' costs and expenses in respect of Environmental Impairment Liability which arises in connection with Your business. Environmental Impairment can happen over extended periods of time and so insurance is provided on a Claims Made basis, for which claims are first made against You during the policy period. Cover is provided up to the Aggregate Limit specified in the policy schedule for all claims and costs and expenses during the policy period. The policy contains a retroactive date. In order to be covered the Environmental Impairment must be caused after the retroactive date. The default is for the retroactive date to be the inception date. However, since gradual pollution can continue for a long period before it is detected the retroactive date can be routinely altered to 5 years prior to inception upon written request to us and subject to additional premium. Our intention is not to cover historic pollution from former business practices or previous uses of the site.
- All Risks for Specified Equipment – covers specified portable business equipment for loss or damage whilst on Your premise or anywhere in the UK, EU or Worldwide
- Personal Accident – covers any principal, partner, or director aged 16 to 70 against accidents
- Directors and Officers Liability – covers the legal liability of officers and directors for wrongful acts occurring during the period of cover
- Equipment Breakdown Insurance – covers You for direct physical loss or damage from an accident to Covered Equipment
- Legal Expenses – provides Your business with protection for legal costs relating to:
  - Employment
  - Employment Compensation Awards
  - Employment Restrictive Covenants
  - Tax disputes
  - Property
  - Legal Defence
  - Compliance & Regulation
  - Statutory Licence Appeals

- Loss of Earnings
- Personal Injury
- Executive suite
- Contract & Debt Recovery
- Crisis Communication

And also Helplines for:

- Business Legal and Tax Advice
  - Counselling service
  - Executive Suite Identity Theft Resolution
  - Access to a Business Legal Services website
  - Crisis Communication
  - Redundancy Approvals
- Deterioration of stock – covers any frozen stock against the risk of deterioration or putrefaction following a breakdown of refrigeration plant/machinery
  - Loss of Licence – designed to cover You against the depreciation in the value of Your property and subsequent loss of profit as a result of a loss of licence due to circumstances outside of Your control
  - Terrorism – optional additional cover providing protection for Property and Business Interruption against Terrorism
  - Cyber - designed to offer protection from cyber risks which could be damaging to Your business and reputation. Issues can range from data recovery following a hardware failure to a full scale data breach. We can give You access to a network of cyber risk experts who can help to minimise the disruption to Your business. For clarification purposes, a 'cyber event' is defined in the policy document as:
    - loss, corruption, accidental or malicious deletion of or change to, unauthorized access to, or theft of data;
    - damage to websites, intranet or extranet sites;
    - damage or disruption caused by computer virus, hacking or denial of service attack; or
    - failure of or variation in the supply of electricity or telecommunications; affecting Your computer system, the computer system of a service provider or customer of Yours.



# Policy Summary

## Commercial Combined Insurance

The information provided in this policy summary is key information You should read.

This Policy Summary does not contain the full terms and conditions of Your Commercial Combined Insurance. The full terms and conditions can be found in the Policy Wording document a copy of which is available upon request.

This summary should be read in conjunction with Your policy Schedule.

Significant Features and Benefits	Significant and unusual Exclusions or Limitations
<p><b>Section 1 – Property Damage</b> (if selected)</p> <p>Covers damage to Your buildings, contents, or stock caused by accidental loss destruction or damage (including all defined perils).</p> <p>Defined perils: Fire, Lightning, Aircraft, Explosion, Earthquake, Riot, Malicious Damage, Storm, Flood, Escape of Water, Impact.</p> <p>Optional cover for theft and subsidence.</p> <p>Inflation Protection (Day One basis of cover).</p> <p>Capital Additions/Acquisitions up to 10% of buildings and contents (up to maximum of £250,000).</p> <p>Damage to services extending to the public mains.</p> <p>Additional costs in complying with Public Authority requirements (up to maximum of £250,000).</p>	<p>The excess shown in the schedule.</p> <p>Damage caused by theft or subsidence.</p> <p>Damage caused by wear and tear, gradual deterioration, faulty or defective design.</p> <p>Damage caused by mechanical or electrical breakdown or derangement.</p> <p>Damage caused by acts of fraud or dishonesty.</p> <p>Damage caused by storm or flood to fences, gates and moveable property in the open.</p> <p>Damage caused by malicious persons or escape of water or oil in respect of any building which is empty.</p> <p>Empty buildings condition applies.</p> <p>Minimum Standards of Security applies.</p>
<p><b>Section 2 – Business Interruption</b> (if selected)</p> <p>Financial compensation following interruption to the business as a result of an insured loss under Section 1 caused by accidental loss destruction or damage (including all defined perils).</p> <p>Defined perils: Fire, Lightning, Aircraft, Explosion, Earthquake, Riot, Malicious Damage, Storm, Flood, Escape of Water, Impact, theft.</p> <p>Optional cover for theft and subsidence.</p> <p>Cover is available for:</p> <p>Gross Profit/Estimated Gross Profit, Gross Revenue/Estimated Gross Revenue, Additional Increase in Cost of Working, Rent Receivable, Additional Cost of Working, Book Debts</p>	<p>Losses excluded under the Property Damage section.</p> <p>Damage caused by theft and subsidence.</p> <p>Loss caused by the deliberate act of a utility supplier.</p> <p>Certain optional extensions limited to Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.</p>

<p>Optional extensions available:  Contract Sites,  Essential Employees,  Failure of Public Supply,  Infectious Diseases,  Public Utilities,  Prevention of Access,  Specified Customers/Suppliers,  Storage Sites,  Transit,  Unspecified Customers/Suppliers.</p>	
<p><b>Section 3 – Goods in Transit</b> (if selected)</p> <p>Damage to business property whilst in transit.</p> <p>Additional expenses incurred in transferring property to another vehicle, removing debris, reloading, and re-securing the property (limit of £5,000).</p> <p>Damage to clothing/personal effects (limit of £500).</p> <p>Damage to tarpaulins, ropes, sheets (limit of £1,000).</p>	<p>The excess shown in the schedule.</p> <p>Cover limited to Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland.</p> <p>Vehicle security requirements apply.</p> <p>Theft from unattended vehicles between 9pm and 6am unless vehicle is garaged in a locked building or compound.</p> <p>Damage caused by defective packing, disappearance or unexplained shortage.</p>
<p><b>Section 4 – Money and Assault</b> (if selected)</p> <p>Loss of money pertaining to the business in transit, in the premises during business hours and in any bank night safe.</p> <p>Loss of non-negotiable money (for example crossed cheques) – standard limit £250,000.</p> <p>Money in the premises outside business hours, in unspecified locked safe £1,000 (not in locked safe £250).</p> <p>Assault - Bodily injury as a result of robbery or attempted robbery.</p>	<p>Money in transit limited to Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and subject to money carryings clause.</p> <p>Loss of money arising from the acts of dishonesty by an employee not discovered within 14 days.</p> <p>Assault limits of £10,000 in respect of death, loss of limb, loss of sight, or permanent total disablement. £100 per week (maximum of 104 weeks) for temporary total disablement.</p>
<p><b>Section 5 – Employers’ Liability</b> (if selected)</p> <p>Employers’ liability cover and associated costs and expenses up to the limit of liability stated in Your policy schedule.</p> <p>Legal costs in relation to proceedings brought against You under the Health and Safety at Work Act or Corporate Manslaughter and Corporate Homicide Act, provided that the proceedings relate to an offence alleged to have been committed during the policy period stated in Your policy schedule and in the course of the business and where there is also a claim or potential claim against You, or any of the additional persons insured, for damages You are entitled to payment under the policy, up to £1,000,000 each occurrence.</p> <p>Court attendance fees, where connected to loss or damage otherwise covered by the policy, up to £250 per day for directors or partners, and £100 per day for other employees.</p>	<p>You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of compulsory employers’ liability laws.</p> <p>There is no cover for any judgment, award or settlement made within countries which operate under the legal authority of the United States of America or Canada unless You have requested it and it has been agreed by Us.</p> <p>There is no cover for loss or damaged caused by the manufacture, storage or handling of asbestos, or materials containing asbestos. Under this section, the exclusion does not apply to the accidental discovery of asbestos, provided that it is handled and removed by qualified sub-contractors.</p> <p>Offshore and Terrorism.</p>

<p><b>Section 6 – Public Liability and Products Liability</b> (if selected)</p> <p>Public liability cover up to the limit of liability stated in Your policy schedule and associated costs and expenses.</p> <p>Motor vehicles tool of trade risk</p> <p>Motor contingent liability</p> <p>Movement of obstructing vehicles</p> <p>Defective Premises Act</p> <p>Leased or rented premises</p> <p>Overseas personal third party liability</p> <p>Data Protection Act</p> <p>Product liability cover up to the limit of liability stated in Your policy schedule and associated costs and expenses.</p> <p>Extension cover available for legal costs and expenses in relation to criminal proceedings brought against You under the Consumer Protection Act or Food Safety Act.</p> <p>Legal costs in relation to proceedings brought against You under the Health and Safety at Work Act or Corporate Manslaughter and Corporate Homicide Act, provided that the proceedings relate to an offence alleged to have been committed during the policy period stated in Your policy schedule and in the course of the business and where there is also a claim or potential claim against You, or any of the additional persons insured, for damages You are entitled to payment under the policy, up to £1,000,000 each occurrence.</p> <p>Court attendance fees, where connected to loss or damage otherwise covered by the policy, up to £250 per day for directors or partners, and £100 per day for other employees.</p>	<p>The policy excess as stated in Your Policy Schedule.</p> <p>Defective Workmanship. Loss of, or damage to, or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling, or making any refund in respect of goods.</p> <p>There is no cover for any judgment, award or settlement made within countries which operate under the legal authority of the United States of America or Canada unless You have requested it and it has been agreed by us.</p> <p>There is no cover for loss arising from professional advice given by You for a fee.</p> <p>There is no cover for loss or damaged caused by the manufacture, storage or handling of asbestos, or materials containing asbestos.</p> <p>Offshore and Terrorism.</p> <p>Any liability which is assumed by You by agreement unless such liability would have attached in the absence of such agreement.</p>
<p><b>Section 7 All Risks (Specified Items)</b> (if selected)</p> <p>Loss or damage to specified property at the premises or in defined geographical areas.</p>	<p>The excess shown in the schedule.</p> <p>While property is left in an unattended vehicle unless the vehicle is securely locked.</p> <p>Loss arising from wear and tear.</p> <p>Acts of dishonesty by employees.</p> <p>Unexplained disappearance.</p>
<p><b>Section 8 – Personal Accident</b> (if selected)</p> <p>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.</p>	<p>Age limits 16-70.</p> <p>Injury resulting from participation in certain hazardous or sporting activities.</p> <p>Injury from aviation other than as a fare paying passenger.</p> <p>Injury sustained whilst under the influence of alcohol or drugs.</p>
<p><b>Section 9 – Directors and Officers Liability</b> (if selected)</p>	



<p>Wrongful acts, including error, omission, misstatement, neglect or breach of duty made or committed by an Insured Director.</p>	<p>Loss arising out of any criminal, dishonest, fraudulent, wilful, intentional or malicious act or omission.</p> <p>Loss arising out of an employment practice violation.</p> <p>Loss arising out of any pending or prior litigation.</p> <p>Loss arising out of any legal action brought in a court within the United States of America or Canada.</p>
<p><b>Section 10 – Equipment Breakdown</b> (if selected)</p> <p>Covers Accidents to Covered Equipment arising out of Breakdown, Electrical arcing, steam explosion or collapse and Operator Errors. (£5,000,000).</p> <p>Hazardous substances and contamination costs (£10,000).</p> <p>Reinstatement of Data and Computer Increased Costs of Working (£50,000).</p> <p>Business Interruption following breakdown of Covered Equipment (£100,000).</p> <p>Temporary repair expenses in respect of Covered Equipment (£20,000).</p> <p>Hire of substitute equipment following a loss (£10,000).</p> <p>Storage tanks and loss of contents (£10,000).</p> <p>Damage to own surrounding property following explosion or collapse of any steam boiler, steam generator, economiser, superheater, steam pipework or steam vessel. (£1,000,000).</p> <p>Additional Access Costs (£20,000)</p> <p>Debris Removal (£25,000)</p> <p>Repair Costs Investigation (£25,000)</p>	<p>Any covered equipment shown as not included in the description of Covered Equipment.</p> <p>Biomass and Biogas Installations.</p> <p>Hydroelectric Installations.</p> <p>Production and process equipment (this is available upon request and is not included in the standard cover).</p> <p>Any defect virus loss of data (other than as specifically insured under Reinstatement of Data) or other situation within media.</p> <p>Depletion, deterioration, corrosion, erosion, wear &amp; tear or other gradually developing condition.</p> <p>Solidification or biological activity or spontaneous chemical reaction in the contents of tanks or materials being processed.</p> <p>Any amount recoverable under maintenance agreements, warranties or guarantees including any amount which would be recoverable but for breach of Your obligations under the agreement.</p> <p>Delay in resuming operations due to the need to reconstruct data, reinput data or programs onto media where backup conditions have not been fully met.</p> <p>Policy excess - As per the underlying Material Damage or Business Interruption excess Min £250.</p>
<p><b>Section 11 – Legal Expenses</b> (if selected)</p> <p>The insurer will pay legal costs &amp; expenses and employment compensation awards up to the sum shown in Your policy schedule or as otherwise stated in the policy including the cost of appeals for the following:</p> <p><b>Employment</b> A dispute with a past, present, or prospective employee, arising from a contract of service and/or alleged breach of employment laws.</p>	<ul style="list-style-type: none"> <li>• It must always be more likely than not that your claim will be successful.</li> <li>• You must report your claim during the period of insurance and as soon as you become aware of the circumstances that could lead to a claim.</li> <li>• Unless there is a conflict of interest we will choose an appointed advisor until proceedings need to be issued or in any claim dealt with by an Employment Tribunal.</li> <li>• Legal costs, expenses or compensation awards incurred before we accept a claim.</li> <li>• Costs that exceed the sum we would have agreed to pay a solicitor on our panel, if the insured chooses to use their own representative.</li> </ul> <ul style="list-style-type: none"> <li>• Pursuing an action other than an appeal.</li> <li>• Any redundancy notified claim within 180 days of you taking out this policy.</li> <li>• Internal grievances or disciplinary matters.</li> </ul>

**Employment Compensation Awards**

Where We have accepted Your claim under Employment, the insurer will pay a basic and compensatory award made against You by a tribunal, or an amount agreed by us to settle a dispute.

**Employment Restrictive Covenants**

A dispute with

- Your employee or ex-employee which arises from a restrictive covenant in a contract of service with You
- another party who alleges that You have breached their legal rights protected by a restrictive covenant.

**Tax disputes**

An HMRC compliance check or formal enquiry into your business tax affairs or a dispute about VAT, including an appeal.

**Property**

An event which causes damage to Your property, a public or private nuisance or trespass, and recovery or repossession of property from an employee or ex-employee.

**Legal Defence**

We will defend the insured

- in an investigation that could lead to prosecution
- if criminal proceedings are brought.

Cover for motor-related investigations and prosecutions is included.

**Compliance & Regulation**

- An appeal against the terms of a Statutory Notice issued against Your business.
- Representing You throughout an investigation by a professional or regulatory body and at any subsequent disciplinary hearing.
- Defence of a civil action brought
  - for wrongful arrest arising from an allegation of theft;
  - under the Data Protection Act;
  - against Your employees where unlawful discrimination has been alleged or there has been a breach of duty in their capacity as trustee of a pension fund set up for the benefit of Your employees.

**Statutory Licence Appeal**

An appeal against a decision to alter, suspend, revoke or refuse to renew a statutory licence or registration.

**Loss of Earnings**

The insurer will pay loss of earnings if an employee has to attend court or tribunal for a claim under this policy or because they are called for jury service.

Money due to an employee under a contract.

The restrictive covenant must not extend further than is reasonably necessary to protect Your business interests or contain restrictions in excess of 12 months.

- Any claim where you have been careless or have not met legal timescales.
- An investigation by the Fraud Investigation Service of HMRC.
- Tax avoidance.

Any claim where a contract exists between You and the other party (apart from the recovery or repossession of property from an employee or ex-employee).

**Personal injury**

We will represent an employee to pursue a claim for compensation if they are injured at work where fault lies with a third party.

**Executive suite**

The principal, executive officers, directors and partners of Your business are covered for the following.

- An HMRC enquiry into the executive's personal tax affairs.
- A motoring prosecution that arises from driving for personal, social or domestic use.
- A claim that arises from personal identity theft.
- A dispute that arises from the terms of Your business partnership agreement that is to be referred to mediation.
- Crisis communication, as described below, covers Your executives for matters occurring in their private and personal capacity and that cause reputational damage.

**Contract & debt recovery**

Contract disputes and debt recovery actions relating to the purchase, hire, lease, servicing, maintenance, sale or provision of goods or services. Motor vehicle disputes are included.

**Crisis Communication**

Access to professional public relations support and crisis communication services to manage adverse media publicity and reputational exposure.

**Legal & Tax Advice helpline**

Access by telephone to legal and tax experts for UK and EU-wide legal advice and UK tax advice.

**Redundancy assistance helpline**

A specialist consultancy that will assist You to implement a fair selection process and ensure that the redundancy notices are correctly served. The service offers document review, telephone and written advice.

**Executive suite identity theft**

Telephone advice to help executives keep their personal identity secure. Where identity theft is suspected, caseworkers can help the victim to restore their credit rating and correspond with their card issuer, bank or other parties.

**Crisis communication**

If your business has attracted negative publicity which could cause reputational damage, you can access professional PR support from our Crisis communication experts at any time.

Conditions, illness or disease that gradually develop over time are excluded.

• The exclusions that apply to insured events 4), 6) above and 13) below also apply to an executive claiming against this insured event.

• For identity theft claims the person claiming must have followed advice from the Executive suite identity theft resolution helpline

• The amount in dispute must exceed £200.

• Disputes with tenants.

• The sale or purchase of any land or buildings.

• Computer systems which have been supplied by You or tailored to Your requirements.

• Breach of professional duty by an insured.

• Arbitration or adjudication.

• Matters that should be dealt with through Your normal complaints procedures.

• A matter that has not actually resulted in adverse publicity.

• The maximum the insurer will pay is £25,000.

• Advice will not be put in writing.

• Advice is restricted to business legal matters.

• Advice on UK tax law is available Monday to Friday between 9am and 5pm (except bank holidays).

• We cannot advise on financial planning or financial services products.

• Services are subject to fair and reasonable use..

• Available Monday to Friday between 9am and 5pm (except bank holidays).

• This service attracts a fee.

Available Monday to Friday between 9am and 5pm (except bank holidays).

<p><b>Counselling assistance</b> Qualified counsellors will provide confidential support and advice by phone to Your employees or their family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem.</p> <p><b>Business legal services website</b> Register using Your voucher code to download legal documents that can assist with day-to-day issues that affect Your business.</p>	<ul style="list-style-type: none"> <li>• Documents are for business use.</li> <li>• Some documents only apply for England &amp; Wales.</li> <li>• Most documents are free but a few attract a modest charge.</li> <li>• Legal review services are subject to a fee.</li> </ul> <p><b>Territorial limit</b> The UK, Channel Islands and the Isle of Man, except for Legal defence and Contract &amp; debt recovery where cover extends to EU countries, Norway and Switzerland.</p> <p><b>Period of insurance</b> Unless otherwise agreed the period of insurance shall be for 12 months.</p> <p><b>Legal costs &amp; expenses</b></p> <ul style="list-style-type: none"> <li>• Reasonable costs incurred by the appointed advisor.</li> <li>• The other side's legal costs.</li> <li>• Employment compensation awards and employee settlements agreed with us.</li> <li>• Basic wages and salary in respect of Loss of earnings cover.</li> <li>• Crisis communication costs.</li> <li>• Fees for intervention.</li> </ul>
<p><b>Section 12 – Deterioration of Stock</b> (if selected)</p> <p>Deterioration of stock in a frozen food cabinet, freezer, or cold store caused by change in temperature or by accidental leakage of refrigerant fumes.</p>	<p>The excess shown in the schedule.</p> <p>Loss from any freezer over 10 years old.</p> <p>Failure to correctly set temperature controls.</p>
<p><b>Section 13 – Loss of Licence</b> (if selected)</p> <p>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.</p> <p>Standard limit of liability of £100,000.</p>	<p>Loss of licence arising from town or country planning redevelopment.</p> <p>Loss of licence arising from a change in the law.</p> <p>Where statutory compensation can be obtained for loss of licence.</p>
<p><b>Section 14 – Terrorism</b> (if selected)</p> <p>Extension of cover for Sections 1, 2 and 7.</p> <p>Damage or loss to items insured under Sections 1, 2 and 7 caused by acts of Terrorism in Great Britain.</p>	<p>Terms, conditions and exclusions of Section 1, 2 and 7 will apply.</p> <p>Terrorism cover can not be purchased selectively. If Terrorism cover is required it must apply to all insured property.</p>
<p><b>Section 15 - Environmental Impairment Liability</b> (if selected)</p> <p>Environmental impairment liability cover and all associated costs and expenses up to the limit stated in Your policy</p>	<p>The policy excess as stated in Your Policy Schedule</p> <p>Defective Workmanship. Loss of, or damage to, or any costs or expense incurred in repairing, replacing,</p>

<p>schedule and in respect of any one claim made against You in the policy period stated in Your policy schedule.</p> <p>Extended discovery period if requested prior to cancellation or non-renewal of Your policy.</p> <p>Legal costs in relation to proceedings brought against You under the Health and Safety at Work Act or Corporate Manslaughter and Corporate Homicide Act, provided that the proceedings relate to an offence alleged to have been committed during the policy period stated in Your policy schedule and in the course of the business and where there is also a claim or potential claim against You, or any of the additional persons insured, for damages You are entitled to payment under the policy, up to £1,000,000 each occurrence.</p> <p>Court attendance fees, where connected to loss or damage otherwise covered by the policy, up to £250 per day for directors or partners, and £100 per day for other employees.</p>	<p>removing, rectifying, recalling, or making any refund in respect of goods.</p> <p>There is no cover for any judgment, award or settlement made within countries which operate under the legal authority of the United States of America or Canada unless You have requested it and it has been agreed by us.</p> <p>There is no cover for loss arising from professional advice given by You for a fee.</p> <p>There is no cover for loss or damaged caused by the manufacture, storage or handling of asbestos, or materials containing asbestos. Under section 1, the exclusion does not apply to the accidental discovery of asbestos, provided that it is handled and removed by qualified sub-contractors.</p> <p>Offshore and Terrorism.</p> <p>Any liability which is assumed by You by agreement unless such liability would have attached in the absence of such agreement.</p>
<p><b>Section 16 – Cyber</b> (if selected)</p> <p><b>Cyber Liability</b> Covers damages and defence costs arising from a claim first made against You during the period of insurance and during the course of Your business, as a result of:</p> <ul style="list-style-type: none"> <li>- You or Your service provider failing to secure data;</li> <li>- You unintentionally transmitting a virus; or</li> <li>- the content of Your website, emails, or anything else distributed by Your computer system damaging the reputation of others or breaching intellectual property rights.</li> </ul> <p><b>Data-breach expense</b> If You discover during the period of insurance that You have failed to keep to Your data privacy obligations during the course of Your business which results or may result in a data-breach, We will pay the cost of:</p> <ul style="list-style-type: none"> <li>- investigating, notifying and keeping Your customers informed;</li> <li>- legal advice</li> <li>- public relations and crisis management expertise;</li> <li>- identity theft assistance for Your customers or others who have been affected or who may be affected; and</li> <li>- a security audit to identify weaknesses in Your computer system.</li> </ul> <p><b>Computer system damage, data, extra cost and business income.</b> Covers the cost for Your insured computer system and data to be restored to the position that they were in prior to, and meet the extra cost resulting from a cyber event.</p> <p>Cover also applies to the computer systems of service providers located anywhere in the world (subject to the exclusion Sanctions, laws and regulations).</p> <p>Covers Your loss of income following a cyber event.</p>	<p>Excludes any fines or penalties which are not insurable by law (<i>for example the majority of regulatory fines</i>). Some administrative or contractual penalties are insurable (<i>for example Payment Card Industry fines are covered</i>).</p> <p>Excludes any liability or cost resulting from the infringement of patents or liabilities associated with products, goods, services or advice provided by You.</p> <p>Excludes action brought against You by any associated companies or other parties insured by Your policy.</p> <p>Excludes loss of business income or any other cost resulting from a deliberate act of a power supplier, grid operator or telecommunications operator unless necessary to protect life or prevent damage.</p>

<p><b>Cyber Crime</b> Covers financial loss resulting from fraudulent input or change of data in Your computer system leading to money being debited from Your account, credit being established in Your name or cost being added to Your telephone bill.</p> <p>Also covers the cost of professional support to help You if You are the victim of crime such as a threat of damage to Your computer system by virus or hacking or disclosing Your data.</p> <p><b>General</b> Covers the cost to remove viruses and to get specialist advice to prevent viruses or hacking attacks following an incident.</p>	<p>Excludes any financial loss resulting from actual or alleged fraudulent use of a credit card or debit card.</p> <p>You must backup Your data at least every 7 days and protect Your systems with a firewall.</p> <p>Excludes acts of terrorism. However, computer virus, hacking or denial of service attacks will not be treated as acts of terrorism.</p> <p>Excludes damage or financial loss caused by civil commotion in Northern Ireland.</p> <p>We will not provide cover, pay any claim or provide any benefit under this policy (including returning premium) if by doing so it would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America</p>
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The Policy is a complex document and contains a large number of specific terms relevant in specific circumstances, depending on the nature of the risks being insured and those extensions requested. The policy may also contain warranties describing actions that You must take or avoid for any cover to operate.

If the value declared or the sum insured selected is less than the full insurable amount, then any claim may not be payable in full.



## Notifying a Claim

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### **Sections 1-4, 7-10, 12-14 and 16**

In the first instance claims should be notified to

Davies Managed Systems,

2<sup>nd</sup> Floor,

East Court,

Riverside Park,

Stoke-on-Trent ST4 4DA.

Tel: 0344 856 2338

Fax: 0344 856 2005

Please provide Your policy number and as much information as possible about the claim

### **Sections 5, 6 and 15**

Your claims should be notified to Your Insurance Broker

Your claim will be dealt with by

Faraday Underwriting Limited

5th Floor Corn Exchange

55 Mark Lane

London EC3R 7NE

Telephone: +44 (0)207 707 3333

Fax: +44 (0)207 264 4619

Under Sections 5, 6 and 15 We are entitled to take over and conduct in Your name the defence or settlement of any claim. You must give all information and assistance required. If You do not do so We may reject or be unable to deal with Your claim, or be unable to pay Your claim in full. No admission of liability or offer, promise or payment shall be made without our written consent.

### **Legal Expenses Claims**

If You are considering carrying out a redundancy, You must notify us as soon as possible. You must never instruct Your own lawyer or accountant as We will not pay their costs and it could invalidate Your cover.

You can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning 0117 917 1698 or online at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims)

## **Additional Information**

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### **Policy Limits**

Higher Limits may be available on request. Please ask Your Insurance Broker for details.

### **Please Read the Policy**

Please read the policy and the policy schedule carefully and make sure that it meets Your needs and that you understand its terms, conditions, limits and exclusions.

If You wish to change anything or if there is anything You do not understand please notify Your Insurance Broker.

If You fail to notify us of any changes You require, Your policy may not operate fully.

### **Cancellation of this policy**

You can cancel this insurance at any time by writing to Your Insurance Broker. We can cancel this insurance by giving You fourteen (14) days' notice in writing. We will only do this for a valid reason. If this insurance is cancelled then, provided You have not made a claim, You will be entitled to a refund of any premium paid, subject to a deduction for any time for which You have been covered. If We pay any claim, in whole or in part, then no refund of premium will be allowed.

### **Complaints Procedure**

We aim to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. At all times We are committed to providing You with the highest standard of service.

If You have any questions or concerns about Your Policy or the handling of a claim You should, in the first instance, contact the Insurance Broker who arranged this Policy for You.

If Your complaint relates to Sections 5, 6 or 15 You should contact:

The Complaints Manager  
Faraday Underwriting Limited  
5th Floor Corn Exchange  
55 Mark Lane  
London EC3R 7NE

Email: [faraday.complaints@faraday.com](mailto:faraday.complaints@faraday.com)

Or the Complaints Team at Lloyd's at:

Complaints  
Lloyd's  
One Lime Street  
London  
EC3M 7HA

Telephone: 0207 327 5693  
Facismile: 0207 327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

If Your Complaint relates to any other Section any complaint that You may have should in the first instance be addressed to the Broker who arranged this cover for You.

Please quote Your policy number in all correspondence so that Your complaint may be dealt with speedily.

If Your Insurance Broker is unable to resolve the complaint to Your satisfaction by close of business the following day and Your complaint relates to a claim then You should contact:



The Commercial Manager  
R&Q Commercial Risk Services Limited  
71 Fenchurch Street  
London  
EC3M 4BS  
Phone: + 44 (0) 20 7780 5850

Please quote Your Policy number in all correspondence so that Your concerns may be dealt with speedily.

If R&Q Commercial Risk Services Limited are unable to resolve the complaint to Your satisfaction and:

If Your complaint relates to Sections 1-9 or Sections 12-14 You should contact:

Complaints  
Lloyd's  
One Lime Street  
London EC3M 7HA

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Telephone: +44 (0)20 7327 5693  
Fax: +44 (0)20 7327 5225  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

If Your complaint relates to Section 10 or 16:

The Customer Relations Leader  
**HSB Engineering Insurance Limited**  
Chancery Place,  
50 Brown Street,  
Manchester  
M2 2JT  
Phone 0330 100 3433  
E Mail [complaints@hsbeil.com](mailto:complaints@hsbeil.com)

If Your complaint relates to Section 11 – Legal Expenses:

Step1  
Customer Relations Department  
**ARAG plc,**  
9 Whiteladies Road,  
Clifton,  
Bristol,  
BS8 1NN  
Phone: 0117 917 1561  
Email: [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

Step2

Should You remain dissatisfied You can pursue Your complaint further with Lloyd's. They can be reached as follows;

Lloyd's  
One Lime Street  
London  
EC3M 7HA  
Tel: 0207 327 5693  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com), Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

If Your Insurance Broker or Insurers remain unable to resolve the complaint to Your satisfaction then You may also have the right to refer Your complaint to:

**The Financial Ombudsman Service**  
South Quay Plaza,  
183 Marsh Wall,  
London,  
E14 9SR  
Phone 08000 234 567

Further information is available from them and on [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

### **Compensation**

R&Q MGA Limited, Canopus Managing Agents Limited Syndicate 4444, Amlin UK Plc, Faraday Underwriting Limited for and on behalf of Syndicate 435 at Lloyd's, HSB Engineering Insurance Limited, ARAG plc and Brit Syndicate 2987 at Lloyd's are all 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 under this policy. If You are entitled to compensation under the scheme, how much compensation You would receive would depend on the nature of this policy. You can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website at [www.fscs.org.uk](http://www.fscs.org.uk)

### **Policy Duration**

The policy has a 12 month period of insurance (unless shown differently on Your policy Schedule), and is annually renewable.

### **Financial Services Register**

The Financial Services Register can be checked by visiting the Financial Conduct Authority website on [www.fca.org.uk](http://www.fca.org.uk) or by calling 0800 111 6768

### **Data Privacy Notice**

We may use personal information in order to write and administer this policy, including any claims arising from it.

This information may include basic contact details such as names, addresses, and policy number, but may also include more detailed personal information about individuals (for example, their age, health, details of assets, claims history) where this is relevant to the risk R&Q Commercial Risk Services Limited are underwriting on Our behalf or services the being provided or to a claim that is being reported.

We are part of a global group and information may be shared with their group companies in other countries as required to provide coverage under this policy or to store information. We also use a number of trusted service providers, who will also have access to personal information subject to Our instructions and control.

Individuals have a number of rights in relation to their personal information, including rights of access and, in certain circumstances, erasure.

This notice represents a condensed explanation of how the Insurer uses personal information. For more information, please refer to Our Data Privacy Notice, links to which can be found in the policy wording.