

# COMMERCIAL COMBINED

## Policy Summary



February 2008 Edition

This document is a summary of the insurance cover provided by the Commercial Combined policy and, as such, it does not contain the full terms and conditions of your insurance Policy. You can find the full terms and conditions of the product in the Policy document. This summary is provided to you for information purposes only and does not form part of your insurance contract.

The maximum amount Insurers will pay in the event of a claim is the Sum Insured or Limit shown within your Policy Wording or Policy Schedule.

Section 1 - Buildings and Contents			
Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
All Risks cover – subject to certain exclusions	√		Fire precautions and minimum security conditions
Subsidence cover		√	
Replacement values on Buildings and Contents (including debris removal, architects and surveyors' fees and the costs incurred in complying with EEC and public authority requirements)	√		Theft not involving entry to or exit from the premises by forcible and violent means
Stock on market value basis	√		
Buildings maximum liability		£3,000,000	Bursting of non domestic steam boilers
Contents and Stock maximum liability	£3,000,000		
Wines and spirits inner limit	£2,000	Increased limits available	Gradually operating causes eg rust, rot, corrosion and gradual pollution
Directors, partners, employees, customers and visitors personal effects	£1,000 per person		
Automatic reinstatement of Sum Insured following a loss	√		Mechanical or electrical breakdown of machinery
Damage to cables, drains and underground pipes, car parks, pavements, CCTV, aerials and alarm equipment	√		
Cover for tracing and making good leaking underground pipes, drains and cables	√		Faulty or defective workmanship/operator error/a production process
Refilling fire extinguishing appliances and replacing sprinkler heads following loss	√		
Automatic cover for newly acquired or built buildings and extensions/additions/improvements to existing buildings and/or machinery	10% of the declared values up to £500,000		Insured must give particulars as soon as practicable and pay any additional premium that may be due
Loss of Money:			Money in transit limited to £2,500 per person
- Premises during business hours, in transit and in a bank night safe	£5,000		
- Premises out of business hours in safe	£2,000		Fraud or dishonesty not discovered within 14 days
- Premises out of business hours out of safe	£500		
- Business owners or authorised employees residence	£500		Loss from unattended motor vehicles
- Crossed cheques and non negotiable money	unlimited		

<b>Cover Features and Benefits</b>	<b>Standard Cover</b>	<b>Optional Cover</b>	<b>Significant Exclusions and Limitations</b>
Assault to employees following robbery or attempted robbery: - Death - Total loss or permanent and total loss of use of one or more limbs or eyes - Other permanent total disablement - Temporary total disablement - Temporary partial disablement - Medical expenses - Professional counselling - Damaged clothing and personal effects	£25,000 £25,000  £25,000 £100 per week £25 per week £250 £1,000 £500		Age limits 16 – 70  Maximum compensation for one incident one person £26,500  Any premises incorporating a Post Office  Temporary disablement benefits payable for up to two years
Loss of freezer contents due to change in temperature or escape of refrigerant/fumes		√	Excludes 20% of any loss where cabinet is over 10 years old
Loss of oil and metered water	£10,000		
Loss or damage to Stock and Contents whilst at exhibitions	£50,000		For up to 15 days at exhibitions in Great Britain, Northern Ireland, Channel Islands or the Isle of Man
Replacement locks and keys following theft	£1,000		Limit £25,000 in any one period of insurance
Damage to landscaped gardens caused by Emergency Services	√		
Theft by employees		£10,000 in any period of insurance	Checks and precautions requirement
Accidental breakage of fixed glass and sanitaryware	√		Inner limits apply to extensions of cover
Use of electricity gas or water by persons taking unauthorised possession of the Premises	£25,000		Premises must be inspected weekly by the insured
Theft damage to buildings	√		
Terrorism		√	

### Section 2 - Business Interruption

<b>Cover Features and Benefits</b>	<b>Standard Cover</b>	<b>Optional Cover</b>	<b>Significant Exclusions and Limitations</b>
Loss of business income resulting from damage covered under Buildings and Contents	£3,000,000 up to a 12 month period (the sum insured can not be increased)	Up to a 24 month period  Up to a 36 month period	Fire precautions and minimum security conditions  Theft not involving entry to or exit from the Premises by forcible and violent means
Cover for outstanding debts where business accounts are lost due to damage as defined above	£10,000	Increased limit available	Bursting of non domestic steam boilers  Gradually operating causes eg rust, rot, corrosion and gradual pollution
Automatic reinstatement of Sum Insured following a loss	√		Mechanical or electrical breakdown of machinery

<b>Cover Features and Benefits</b>	<b>Standard Cover</b>	<b>Optional Cover</b>	<b>Significant Exclusions and Limitations</b>
Loss of income as a result of damage at suppliers or customers premises	£200,000		
Loss of income as a result of damage at Public Utility Suppliers premises	√		
Loss of Income as a result of accidental failure of Public Utility Supplies and telecommunications to the premises	£100,000		Failure must be for at least 12 hours Deliberate act of an authority
Loss of income resulting from prevention of access to premises as a result of damage to other premises in the vicinity	√		
Loss of income following damage to: - Property stored away from insured's premises - Goods in transit - Property at contract sites - Deeds documents manuscripts whilst temporarily removed - Property other than stock whilst temporarily removed for cleaning repair renovation or similar purpose	£200,000		Property must be within Great Britain, Northern Ireland, Channel Islands and the Isle of Man
Loss of income following closure of the premises on the advice of a Public Authority due to pollution of a beach or waterway	£25,000		Within 25 mile radius of the Premises
Loss of income as a result of specified human disease being manifested within a 25 mile radius of the premises and murder, suicide, food poisoning, vermin or pests in the premises and closure of the premises due to defective sanitation	√		
Loss of business income following loss of employee as a result of death, total permanent disablement, or winning a prize on the National Lottery, Football Pools or Premium Bonds	√		The prize must be £100,000 or more Maximum period 3 months
Terrorism		√	

### Section 3 - Selected All Risks

<b>Cover Features and Benefits</b>	<b>Standard Cover</b>	<b>Optional Cover</b>	<b>Significant Exclusions and Limitations</b>
All Risks on specified items anywhere in Europe		Can extend to worldwide	Theft from a vehicle unless the vehicle is securely locked Theft from your own premises not involving entry or exit by forcible and violent means Gradually operating causes
Terrorism		√	

<b>Section 4 - Public and Products Liability</b>			
<b>Cover Features and Benefits</b>	<b>Standard Cover</b>	<b>Optional Cover</b>	<b>Significant Exclusions and Limitations</b>
Public Liability and associated costs	£2,000,000	£5,000,000	Fines and penalties
Cover for leased or rented premises where there is not a responsibility to effect insurance for fire and other perils	√		Liability for which compulsory motor insurance is required Liability assumed by agreement Gradual pollution
Personal Liability whilst abroad on business	√		Damage to property in your custody, other than leased or rented premises
Member to Member Liability	√		Cost of remedying defects in products supplied Products knowingly - exported to USA and Canada - will be supplied for use in or on aircraft
Motor Contingent Liability	√		Work on aircraft/watercraft or at airports in areas with aircraft access
Legal Liability incurred under the - Defective Premises Act – Section 3 - Data Protection Act	√ £250,000		Use of heat away from the insured's Premises precautions
Products Liability and associated costs	£2,000,000 per period of insurance	£5,000,000 per period of insurance	Punitive exemplary aggravated additional compensatory damages awarded in USA and Canada Fear of exposure to asbestos
Indemnity to Principal	√		Costs of rectifying property arising out of the presence of asbestos
Legal costs in respect of prosecutions under the Health and Safety at Work etc Act 1974 or Part II Consumer Protection Act	√		
Compensation for Court Attendance	£250 per day per employee £500 per day per Partner/Director		
Cover against financial loss not as a result of injury or loss of material property		£250,000 per period of insurance	Claim must have first been made in writing to the Insured during the period of insurance

<b>Section 5 - Employers Liability</b>			
<b>Cover Features and Benefits</b>	<b>Standard Cover</b>	<b>Optional Cover</b>	<b>Significant Exclusions and Limitations</b>
Employers Liability and associated costs	£10,000,000		Fines and penalties Liability for which compulsory motor insurance is required War/Terrorism limit £5,000,000
<b>Section 6 - Personal Accident</b>			
<b>Cover Features and Benefits</b>	<b>Standard Cover</b>	<b>Optional Cover</b>	<b>Significant Exclusions and Limitations – Refer Policy Exclusions</b>
Personal Accident for partners, principals and directors - Accidental death - Loss of limbs, sight, speech, hearing - Permanent total disablement	£25,000 £25,000 £25,000		Hazardous activities
<b>Section 7 - Goods in Transit</b>			
<b>Cover Features and Benefits</b>	<b>Standard Cover</b>	<b>Optional Cover</b>	<b>Significant Exclusions and Limitations</b>
All Risks cover on Goods in Transit, subject to certain exclusions, either in own vehicles or hauliers vehicles, railway or post		Up to agreed package and consignment limits	Geographical limitations Loss resulting from delay/natural deterioration Natural deterioration of property in frozen, chilled or insulated conditions unless caused by fire, accident (but not breakdown) to the conveying vehicle, theft or attempted theft Claim must exceed £50 Losses from unattended vehicles overnight unless contained within a secure building or compound Temporary housing included whether property is on or off the means of conveyance but not when unloaded at any premises owned or rented by you
The valuation of property is invoice cost or if no invoice is raised the value of property at the time of commencement of the transit		√	
Cover from when property is lifted immediately prior to despatch or loading until arrival at destination including unloading and temporary housing		√	

Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Expenses incurred in debris removal, transfer of load, resecuring etc where the Insured is responsible		√	
Loss or damage to own tarpaulin, ropes, sheets		√	
Drivers personal effects		£100	
Automatic reinstatement of Sum Insured following a loss		√	

### Section 9 - Legal Expenses

Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Claims made during the Period of Insurance  24 hour, 365 days a year Legal Helpline providing support and initial advise on any legal problem whether covered by the policy or not	£100,000		Maximum limit £1,000,000 per period of insurance  Fines & penalties  Before any legal expenses are incurred the insured must consult the Legal Helpline to ensure that the expenses will be sanctioned
Goods or Services Contract Disputes	£2,000 per Period of Insurance		Amount in dispute must be at least £1,000  up to £5,000 – excess £250  over £5,000 – excess £500
Employment Disputes	√		Disputes occurring within 90 days of the first period of insurance if a warning or dispute occurred within 6 months preceding such period
Criminal Prosecution Defence	√		Deliberate actions of the insured  Where the insured has pleaded guilty
Legal Costs of Debt Recovery	√		Amount due must be at least £250
Jury Service and Attendance Allowance	Up to £1,000 per claim		Excluding the first 5 days  Maximum £50 per person per day
Tax VAT PAYE and NIC Investigations	√		Aspect enquiries  Disputes where prospect of success is remote  £200 Excess
Protection of Statutory Licences	√		

<b>Cover Features and Benefits</b>	<b>Standard Cover</b>	<b>Optional Cover</b>	<b>Significant Exclusions and Limitations</b>
Disputes with Landlords	√		An event arising in the first 3 months of the first period of insurance
Non Motor Personal Benefits <ul style="list-style-type: none"> <li>- Personal Injury</li> <li>- Consumer Disputes</li> <li>- Home Rights</li> <li>- Taxation Investigations</li> <li>- Criminal Prosecution Defence</li> </ul>	£25,000		If entitled to Legal Aid Dispute amounts less than £100 Planning, tenancy agreements Incident prior to any cover £25 Excess
Motor Personal Benefits <ul style="list-style-type: none"> <li>- Recovery of Damages following Accident</li> <li>- Criminal Prosecution Defence</li> <li>- Sale Purchase, Hire, Lease of Vehicle</li> <li>- Testing Service or Repair</li> </ul>	£25,000		If no valid licence or certificate of insurance £5,000 limit each claim £25 excess for testing service or repair

<b>Other Covers/Benefits</b>			
<b>Cover Features and Benefits</b>	<b>Standard Cover</b>	<b>Optional Cover</b>	<b>Special Clauses Section Significant Exclusions and Limitations</b>
Policy low claims rebate		√	The policy must be renewed for the following year
Long term agreement discount		√	The policy must be in force for the period agreed Insurers are not obliged to accept an offer of renewal
Loss of sales (less relative purchases) directly attributable to the Loss of the Liquor Licence and the reduction in value of the premises		£100,000 per period of insurance	Where compensation is available under legislation Loss through insured's misconduct or neglect

<b>Policy Significant or Unusual Exclusions and Limitations</b>	
<b>Significant or Unusual Exclusions and Limitations</b>	<b>Applies to</b>
Terrorism exclusion (some cover available as optional extra)	All covers
Date Recognition Exclusion	All covers except Employers Liability and Personal Accident
Loss or damage to property resulting from a process involving heat application	All covers
Computer, data processing equipment and data operator error, virus or hacking	All covers except Employers Liability, Personal Accident and Legal Expenses
Special terms apply to empty buildings (you must advise your insurance advisor immediately any premises become unoccupied)	All covers
You must notify your insurance advisor as soon as you are aware that the turnover of the business has increased by more than 50% since this was last advised to the Insurers	All covers

<b>Policy Excesses</b>	
Buildings and Contents: <ul style="list-style-type: none"> <li>- Fire Lightning Explosion Aircraft Riot Civil Commotion Strikers Locked out Workers Labour Disturbances or Earthquake</li> <li>- Subsidence (optional cover)</li> <li>- All Other Losses</li> </ul>	Nil  £1,000 (minimum) £250
Breakage of glass and sanitaryware	£250
All Risks on specified items	£250
Public Liability <ul style="list-style-type: none"> <li>- Damage to leased or rented premises (other than by fire or explosion)</li> <li>- Property damage arising from work away from the insured's premises</li> </ul>	£500 £250
Financial Loss (optional cover)	£5,000 or 10% of the loss whichever is the greater
Legal Expenses	£500 (maximum)
Theft by Employee (optional cover)	£250

### **Policy Duration**

This is an annually renewable Policy

### **Insurance Providers**

This insurance is administered by COBRA Underwriting Agencies Ltd on behalf of:

In respect of sections 1 – 8:

AXA Insurance UK plc. Registered office: 5 Old Broad Street, London EC2N 1AD

&

Aviva Insurance Limited (trading as Norwich Union). Registered Office: Pitheavlis, Perth, Scotland PH2 0NH

In respect of section 9:

Groupama Insurance Company Ltd. Registered Office: Groupama House, 24-26 Minories, London EC3N 1DE

## **Sums Insured**

Correct values at risk must be advised to us. If the Sums Insured you request are not adequate this will result in the amount that your Insurers pay you in the event of a claim being reduced.

## **The Law Applicable**

You and the Insurers are free to choose the law applicable to this Policy. As the Insurers are based in England the Insurers propose to apply the laws of England and Wales and by purchasing this Policy you have agreed to this

## **How to Make a Claim**

In the first instance utilise the Assistance Helplines or claim notification phone numbers detailed in the policy schedule or contact your insurance advisor

## **Your Right to Cancel**

You may cancel this Policy in the first year of insurance during the 14 days after the Contract has been concluded by giving notice in writing to Your Insurance Advisor at the address shown in their correspondence

Provided that there have been:

- no claims made under the Policy for which We have made a payment
  - no claims made under the Policy which are still under consideration
  - no incidents likely to give rise to a claim but are yet to be reported to Us
- during this 14 day period your Insurers will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this Policy subject to a minimum premium of £50

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance no refund for the unexpired portion of the premium will be given

## **Making Yourself Heard**

Any complaint you may have should in the first instance be addressed to your Insurance Adviser, then claim office or helpline as applicable. If you are not satisfied with the way in which your complaint has been dealt with, you should contact COBRA Underwriting Agencies Ltd at Canterbury House, 2-6 Sydenham Road, Croydon CR0 9XE, telephone number: 020 8256 1930

If the complaint is still not resolved by Cobra/your Insurer, you can approach the Financial Ombudsman Service.

The Ombudsman will only consider complaints if:

- Your Insurers have provided you with written confirmation that their internal complaints procedure has been exhausted
- Your business has a turnover of less than £1,000,000

Referral to the Financial Ombudsman will not affect Your right to take legal action.

Full details of addresses and contact numbers can be found within the Policy Wording.

## **Financial Services Compensation Scheme (FSCS)**

Your insurers are covered by the FSCS, which is triggered when an authorised firm goes out of business. In this unlikely event you may be entitled to compensation from the scheme. For non-compulsory insurance you are covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, you are covered for 100% of the claim, without any upper limit Information can be obtained on request from the Financial Services Compensation Scheme at 7<sup>th</sup> floor Lloyds Chambers, Portsoken Street, London E1 8BN or by visiting their website at [www.fscs.org.uk](http://www.fscs.org.uk)

## **Financial Services Authority Regulation**

AXA Insurance UK plc and COBRA Underwriting Agencies Ltd are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234