

Arch

Commercial Combined Policy Summary



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Arch Commercial Combined Policy Summary

This is a summary of the cover provided by your policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you read the policy document carefully when you receive it.

You must

- Make a fair presentation to us of the risk at the start, renewal or variation of the policy.
- Tell us immediately if any changes take place which may affect the policy.
- Maintain your premises, property and vehicles in a roadworthy 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.
- Tell us immediately if you are unable to comply with any term of the policy.

Insurance Provider

Your insurer will be Arch Insurance (UK) Limited, Registered address:

5th Floor,
60 Great Tower Street,
London,
EC3R 5AZ.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Register Number 229887.

Certain other sections within your policy wording may be covered by another named insurer.

Sections of Cover, Features and Exclusions

Your insurance includes the sections, features and exceptions which are detailed in your policy documents. Excesses apply to most claims; the amount will vary depending on the section of the policy applicable and the claim being made. Specified limits apply to some of the benefits provided, refer to the policy for full details.

Type of Insurance

This policy offers a comprehensive range of sections aimed at general industry. It gives you the flexibility to select covers to meet your needs.

Policy Term and Premium Payment

The duration of the policy is 12 months from cover inception date, or as detailed in your policy schedule. Your insurance agent will tell you how you can pay the premium.

Where you can be covered

The policy is available to businesses in the UK, Channel Islands and Isle of Man. Geographical area of cover varies between sections. Limited information is provided below but you should check the policy for full details.

Changes and cancellation

If You provide new information or request a change to the Policy, we will advise of any alterations which we require to terms, conditions and premium. No changes will take effect until we confirm them in writing.

In the first Period of Insurance, You may cancel the Policy within 14 days of receiving Your policy documents if You are dissatisfied for any reason or the Policy does not meet Your requirements.

If You wish to cancel at any other time, please refer to the Policy. We may make a partial return of premium, provided that no claims have been paid or are outstanding.

Making a Claim

To report or make a claim follow the instructions provided in the **Claims Conditions: Your Obligations** Section of the Policy under **General Conditions**. If You need additional assistance, please contact Your insurance agent.

TO MAKE A LEGAL EXPENSES CLAIM

This section is provided by DAS Legal Expenses Insurance Company Limited (DAS).

Important information: Please do not ask for help from a lawyer, accountant or anyone else before DAS have agreed that You should do so. If You do, they will not pay the costs involved even if they accept the claim.

Report Your claim: Call DAS on 0370 755 3111 available 24 hours a day, 7 days a week. Have Your DAS policy number ready and You'll be asked about Your claim.

DAS will assess the claim to ensure it is covered by Your policy, and, if it is, will send it to a lawyer who specialises in that type of claim. The lawyer will assess Your case and tell You how likely it is that You will win. If You are more likely than not to win, the lawyer will manage the case from start to finish.

Please note this is an overview of the claims process for guidance purposes only. DAS' claims handlers can answer any questions You may have when they receive Your claim.

Alternatively You can visit www.das.co.uk/legal-protection/how-to-claim.

ALL OTHER CLAIMS

To register a claim under any other Section You should email full details of the claim including your Arch policy number to

commercial.claims@archinsurance.co.uk

or call

0345 258 3880.

You must comply with the Claims Conditions: Your Obligations requirements under the General Conditions Section of the Policy.

Risk Management Tools - included

As well as insurance, We believe in helping Our customers to manage the risks they face by offering practical solutions. That's why We automatically include either Arch Risk Management or Arch Business Protection benefits with Your Policy. Your Schedule will show which level of risk management assistance applies.

Arch Risk Management (applicable if shown as selected on Your Schedule)

This provides a range of online risk solutions to enable businesses to effectively manage all aspects of workplace safety and staff employment.

Features include:

- Business Continuity
- Health & Safety Management
- Human Resources Support
- E-Learning

You can access these services from our Risk Management website www.archriskmanagement.co.uk

Arch Business Protection (ABP) (applicable if shown as Selected on Your Schedule)

Arch Business Protection (ABP) provides access to a paid for onsite consultancy, available at a competitive rate. It is a combination of an online management system, onsite risk consultancy and unlimited remote support by phone, email or webinar.

Our ABP team will help You understand which parts of the ABP system can meet Your needs and how best to implement it. Support includes:

- Setting the tailored online system to reflect Your business structure.
- Setting up employee training.
- Instruction on starting the risk management process.
- Instruction on using management reporting.
- Creating risk alerts.
- Uploading risk assessments and other controls.
- Webinar tutorials to set You up on the system.

Arch Business Protections services can be accessed from Our website www.archbusinessprotection.co.uk

Your obligations - Applicable to all sections unless stated otherwise - refer to your policy document

The obligations listed below must be complied with throughout the Period of Insurance. If You fail to comply in any respect, We shall not pay a claim which is Connected With Your non-compliance.

- Burning Waste – You must take all precautions as defined in the Policy.
- Fire safety – You must provide a fire risk assessment, maintain all fire extinguishing equipment and comply with fire safety regulations as defined in the Policy.
- Hot Works – You must take all precautions as defined in the Policy.
- Intruder Alarm – You must ensure that any intruder alarm system is always maintained and effective and comply with the requirements defined in the Policy.
- Security (Level 1) - Unless We agree otherwise in writing, Your Buildings must be kept secure and You must ensure that You comply with the requirements as defined in the Policy.
- Surveys and Risk Requirements - If the Policy has been issued or renewed subject to the satisfactory completion of a survey, you will allow Us access to the Premises and/or Your contract sites in order to conduct the survey and comply with any risk requirements imposed following the survey within the timescales specified by the survey risk improvement report.
- Unoccupancy – You must comply with all the requirements as defined in the Policy
- Waste - You must ensure that all waste and refuse is swept up daily and removed from the Premises at least once a week.

General Exclusions - Applicable to all sections unless stated otherwise - refer to your policy document

- Asbestos
- Cyber (not applicable to Engineering - Machinery Damage Section or Computer Section)
- Epidemic or Pandemic Disease (not applicable to the Employers' Liability Section, Public and Products Liability Sub-Sections, Marine Cargo or Terrorism Sections)
- The Excess specified for each item in the Schedule.
- Fines and Penalties
- Nuclear and Radioactive Risks (not applicable to Engineering – Machinery Damage or Computer Insurance Section)
- Silica
- Sonic Bangs
- Terrorism (not applicable to the Marine Cargo or Terrorism Sections)
- War and Government Action (not applicable to the Marine Cargo Section)

General Conditions - Applicable to all sections unless stated otherwise - refer to your policy document

Change of Risk

You must notify Us immediately if:

- information which You provided or confirmed to Us is incorrect;
- Your interest in the Business ceases or is transferred to another person or entity or there is a change of ownership of the Business;
- the Business becomes subject to an insolvency proceeding;
- demolition, construction, ground works or excavations are carried out on a site adjoining the Premises.

If You are in doubt, You should disclose it to Us.

Upon notification, We may, cancel, suspend or alter the terms of the Policy or increase the premium.

If You fail to notify Us, We shall not pay any claim which is Connected With the Relevant Event.

Choice of Law and Jurisdiction

The Policy will be subject to and construed solely in accordance with the Law of England and Wales. All disputes arising out of or in connection with the Policy will be subject to the exclusive jurisdiction of the Courts of England and Wales.

Claims Conditions: Our Rights

If We agree to pay a claim, We shall have the right to:

- enter or take possession of the Premises where the Damage or loss occurred;
- take possession and salvage of insured Property;
- take over the defence and settlement of a claim brought against You;
- conduct a subrogated recovery in Your name.

If We make a payment which includes the applicable Excess, You will reimburse Us for that amount.

We may at any time free ourselves from further liability for a claim by paying to You the relevant Sum Insured, Indemnity Limit or lesser amount for which a claim can be settled, after deducting payments already made. We shall pay costs and expenses incurred with Our prior consent up to the date of such payment.

Claims Conditions: Your Obligations

Your claim will not be paid unless You comply with each of the following requirements:

- You must tell Us as soon as reasonably practicable if You become aware of any facts or circumstances which may give rise to a claim against You;
- You must tell Us and the Police as soon as reasonably practicable if You become aware of any Damage which You know or suspect is Caused By a criminal act;
- You must tell Us as soon as reasonably practicable if any written or verbal claim is intimated or made against You;
- You must supply Us with full details of any claim, in writing and at Your own expense, within:
 - a. 7 days of becoming aware of any Injury, Damage or loss which You know or suspect is Caused By a criminal act; and
 - b. 30 days of becoming aware of any other Injury, Damage or loss.
- You must forward to Us unanswered any written communications which relate to claims or possible claims against You, including letters of claim, writs, summons and other legal proceedings;
- You must provide all the assistance, co-operation, evidence and information which We reasonably require Connected With any claim and/or subrogated recovery;
- You must take all reasonable action to prevent and minimise existing and future loss; and
- You must not admit, deny, negotiate or settle any claim without Our prior written consent.

Property

Property: Insuring Clause

This Section provides Cover for Damage to Property Insured at the Premises occurring during the Period of Insurance.

Property: Exclusions - Please refer to your Policy document

- Consequential loss of any kind.
- Damage which is Connected With or comprises:

- an existing or hidden defect in Property, gradual deterioration, wear and tear, rust, corrosion or erosion, frost or change in the water table level, faulty design or faulty materials used in the construction of Property, faulty workmanship, operating error or omission by You or an Employee, the bursting of a boiler or other equipment not being used for domestic purposes where the internal pressure is due to steam only and belongs to You or is under Your control, insect, animal or vermin, Property undergoing a process of production, packing, treatment, testing, commissioning, servicing, or repair, shrinkage, evaporation or loss of weight, dampness or dryness, scratching, mould or fungus, change in temperature, colour, flavour, texture, or finish, nipple or joint leakage or failure of welds, cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and associated piping; and/or mechanical or electrical breakdown or derangement of Property normal settlement of new structures, acts of fraud or dishonesty, disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error, erasure or distortion of information on computer systems or other records; and/or theft or attempted theft (other than Damage caused by forceful or violent entry or exit).
- Damage to a structure which is Connected With or comprises its own collapse or cracking.
- Damage comprising Pollution which is solely Caused By any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, bursting, overflowing, discharging or leaking of water tanks, water apparatus or water pipes, sprinkler leakage or impact by a road vehicle or animal; or Damage Caused By any of the above perils which itself is Caused By Pollution, the Property Insured undergoing a process involving the application of heat; and/or Damage to that portion of the Property Insured Caused By its own self ignition, leakage of electricity, short circuiting, or over-running.
- Damage to:
 - glass not being fixed glass forming part of the structure of the Building; and/or china, earthenware, marble or other fragile objects (not including Stock).
 - Livestock, growing crops or trees, vehicles licensed for road use including accessories on or attached to them, caravans or trailers, railway locomotives or rolling stock, watercraft or aircraft, Property in the course of construction including materials for use in the construction; and/or piers, jetties, bridges, culverts or excavations except where Property is specifically stated as insured in the Schedule and the Damage is not otherwise excluded.
 - Subsidence, landslip or heave caused to yards, car parks, roads, bridges, pavements, walkways, terraces, drives forecourts and similar surfaces all constructed of solid materials
 - Damage which is Connected With:
 - cessation of work, Government Action; and/or strikers, locked-out workers, persons taking part in labour disturbances or malicious persons acting in connection with such events.
 - Damage to jewellery, precious stones, precious metals, bullion, furs.
 - Damage Caused By theft or any attempt thereat, of Money or securities beyond the £2,000 of cover provided under Contents.
 - Inundation from the sea, escape of water from the normal confines or any natural or artificial water course lake reservoir canal or dam, caused By storm or tempest, except where Caused By flood.
 - Felling, lopping or pruning of trees, Damage to fences, gates and moveable Property in the open or open sided Buildings, caused By storm or falling trees.
 - Damage Caused By escape of water while the Premises are Unoccupied.
 - Damage Caused By gradual emission or seepage from any fixed heating installation.
 - Damage to moveable property in the open Caused By wind, rain, hail, sleet, snow, flood or dust.
 - Damage Caused By electrical or magnetic disturbance or erasure of electronic readings.
 - Damage Caused By the solidification of molten material.
 - Damage Caused to Property which is more specifically insured.

Property: Extensions

- Capital Additions.
- Contract Sale Price.

Business Interruption

- Documents and Books.
- Drain Clearance.
- Emergency Services.
- Fire Extinguishing Expenses.
- Loss Minimisation.
- Loss of Metered Utilities.
- Moulds Tools and Dies.
- Other Locations.
- Rent Payable.
- Replacement Locks.
- Seasonal Increase.
- Temporary Removal.
- Theft Damage to Buildings.
- Trace and Access.
- Trade Samples.
- Undamaged Property.
- Underground Services.
- Workmen.

Business Interruption

This Section provides Cover for Interruption to your business following an insured loss under the Property Damage section which results in reduced income and increased running costs.

Business Interruption: Extension Events (Damage)

The occurrence of Damage to the Property listed below by a cause not excluded by the Property Section will constitute an Extension Event if specified in the Schedule.

- Customers and Suppliers.
- Property Away from the Premises.
- Motor Vehicles.
- Property Within One Mile of the Premises.
- Property at Utility Supplier Premises.

Business Interruption: Extension Events (Non-Damage)

Any of the occurrences listed below will constitute an Extension Event if specified in the Schedule.

- Disease, Infestation and Defective Sanitation.
- Essential Employees.
- Local Emergency.
- Failure of Utilities.
- Lottery Winner.

Glass

This Section provides Cover for Breakage of Glass at the Premises occurring during the Period of Insurance.

We shall replace the Glass or, at Our option, pay the costs of replacement.

Our total liability will not exceed the limit specified in the Schedule or if no limit is specified, £5,000.

Glass: Extensions

Subject to the terms of this Section, We shall also pay for any of the following losses which are Caused By Breakage of Glass at the Premises occurring during the Period of Insurance:

- The reasonable costs which You incur to board up doors or windows, for an amount not exceeding £2500 any one occurrence.
- The reasonable costs which You incur to repair or replace window frames, security fittings and/or alarm foil, for an amount not exceeding £1,000 any one occurrence
- Damage to lettering, embossing, beading, silvering or ornamental work, for an amount not exceeding £2,500 any one occurrence.
- Damage to goods displayed unless Caused By theft or attempted theft for an amount not exceeding £1,000 any one occurrence.

If specified in the Schedule, We shall also pay for the reasonable costs which You incur to repair Damage to signs, for an amount not exceeding the Sum Insured specified in the Schedule.

Glass: Exclusions

We shall not make any payment under this Section for loss Connected With or comprising any of the following:

- Fire, lightning, explosion or storm.
- Glass in light fittings, signs, stock, goods in trust, vehicles, vending machines, greenhouses or conservatories unless specified in the Schedule.
- Defects in frames or framework.
- Faulty or defective workmanship by You or any of Your Employees.
- Scratching, wear and tear or gradual deterioration.
- Mechanical or electrical breakdown of neon and illuminated signs and electrical light fittings.
- The Excess stated in the Schedule.
- Repair or alteration of Property which is not Glass.
- Unoccupied Buildings.
- Consequential loss.

Money and Assault

Money

This Section provides Cover for Damage to Money occurring during the Period of Insurance within the Territorial Limits at the Premises, in Transit or at the private residence of any Insured Person.

We shall not pay more than the limit stated in the Schedule or specified in any Extension to this Section.

Money: Exclusions

1. fraud or dishonesty of any director partner or Employee unless discovered and reported to the police and Us in writing within 7 days of discovery;
2. use of any form of payment which proves to be counterfeit false, invalid, uncollectable or irrecoverable for any reason;
3. errors or omissions;
4. an Unattended Vehicle;
5. forgery, fraudulent alteration or substitution, fraudulent use of a computer or electronic transfer; or
6. any gaming machine, vending machine or automated teller machine or cash dispensing machine unless specified in the Schedule.

Money: Extensions

The following Extensions shall apply subject to all other terms conditions limits and exceptions of the Policy.

We shall pay You for Damage to:

1. any cases bags containers belts or waistcoats owned by You or for which You are responsible being used for carrying Money Caused By theft or attempted theft of Money up to a limit of £1,000 any one occurrence;
2. clothing and personal effects belonging to You or any Person Insured Caused By theft or attempted theft of Money up to a limit of £500 any one person; and
3. safes and strong rooms Caused By theft or attempted theft of Money up to a limit of £10,000 any one occurrence.

We shall pay You for the cost of changing locks or lock mechanisms on doors, windows, safes and strong rooms at the Premises to maintain security following theft of keys from the Premises or from Your home or the home of any Insured Person, up to a limit of £1,000 any one occurrence.

Contingent Security Company Cover.

Assault

We shall pay the benefits specified on the Schedule in respect of Death or Disablement to an Insured Person Caused By an Assault Event during the Period of Insurance.

In addition we shall pay medical expenses up to £500 in total for any one Assault Event.

Assault: Exclusions

We shall not be liable in respect of any Death or Disablement Connected With pregnancy or any pre-existing physical or mental condition.

Goods in Transit

This Section provides Cover for Damage to Property Insured whilst in Transit within the Territorial Limits during the Period of Insurance.

Our liability will not exceed the limit or sublimit stated in the Schedule, which will form part of the Sum Insured.

Goods in Transit: Exclusions

We shall not make any payment under this Section for loss Connected With or comprising any of the following:

Damage which is Connected With or comprises:

- defective or inadequate packing, insulation or labelling, delay, inadequate documentation, disappearance or unexplained inventory shortage.
- evaporation or ordinary leakage.
- vermin, insects, wear and tear, inherent vice, latent defect or gradual deterioration.
- pollution or contamination.
- an existing or hidden defect
- loss of market, indirect or consequential loss.
- vibration, denting, scratching or bruising.
- mechanical or electrical breakdown, derangement, defect or failure.

Shortage in weight.

Damage which is Connected With or comprises deterioration or variation in temperature unless Caused By fire, theft or overturning or collision of the carrying vehicle.

Marine Cargo

Confiscation, requisition or destruction by order of government or public authority.

Riot, civil commotion, strikes, lockouts or labour disturbances.

Damage occurring outside the Territorial Limits, or not connected with the Business

Damage to:

- Jewellery, precious stones, watches, clocks, gold and silver articles, furs or curios.
- wines, spirits, perfumes and tobacco products.
- audio visual equipment.
- computer hardware and software.
- rare books.
- works of art.
- money, bullion or non ferrous metals.
- living creatures.
- Explosives.

unless such Property is specified in the Schedule as being insured by this Section and the Damage is not otherwise excluded.

Property in Transit for hire or reward.

Goods in Transit: Extensions

- Additional Expenses.
- Clothing and Personal Effects.
- Property on Approval with Customers.
- Property on Demonstration.
- Substitution of Vehicles Specified on Schedule.
- Tarpaulins, Sheets and Ropes.
- Tools.
- Travellers' Samples.

Marine Cargo

This Section provides Cover for Damage to Goods occurring during the ordinary course of a Voyage or Transit commencing during the Period of Insurance, unless otherwise excluded.

Cover, Features and Benefits

Covers transit by land, sea and air for all approved modes of transport including inland transits, imports and exports by Commercial Customers in the United Kingdom.

- The basis of cover, unless otherwise agreed, is the London Insurance market standard and internationally recognised Institute Cargo Clauses (ICC). These clauses are standard in international trade and provide cover against all risks of physical loss or damage to goods whilst in the ordinary course of transit by road, rail, sea, air or post.
- This Section also covers War and Strikes (including Terrorism) risks.
- War risks cover provides protection against physical loss of or damage to your goods caused by acts of war. War risks cover is only provided whilst your goods are waterborne or airborne. War risks cannot be provided when your goods are in transit on land or while they are in storage or where losses are caused by Nuclear Weapons.
- Strikes risks cover provides protection against physical loss of or damage to your goods caused strikers or other persons taking part in labour disturbances, as well as riots and civil commotions.

Significant Exceptions and Limitations - Please refer to your policy document

- Sea/ Ocean going vessels must be seaworthy and comply with the Institute Classification Clause and hold a valid security certificate. If any standards are not met you must notify us as soon as possible. Failure to notify us may invalidate your cover.
- Ordinary leakage wear and tear, losses attributable to insufficient or unsuitable packing, inherent vice or breakdown of refrigeration equipment
- Maximum 60 days storage at a destination seaport is included (30 days in respect of airports).
- Loss, damage or expenses proximately caused by delay, whether the delay is caused by a risk insured against or not.
- Transits to, from or within any excluded territories
- Loss, damage or expense arising from the insolvency or financial default of the owners, managers, charterers or operators of any vessel or aircraft.
- Losses caused by Radioactive Contamination or Cyber risks.
- This cover is not available for shipments of Livestock, Money, Jewellery, Precious Stones, Precious Metals, Bullion, Furs, Antiques, Curiosities, Works of Art, Objet D'art or Rare Books, Tobacco, Cigarettes, Cigars, Household Goods or Personal Effects, Bulk Oil, Coal, Caravans, Yachts or other Watercraft, Railway Rolling Stock

Liability

Liability: Extensions

The following extensions apply to the Employers' Liability, Public Liability and Product Liability cover:

- Court Attendance.
- Cross Liabilities.
- Cyber.
- Indemnity to Others.

Employers' Liability: Coverages

Provides protection for which You are legally liable to pay as damages and Costs and Expenses for accidental Injury sustained by an Employee provided that the Injury:

- occurs during the Period of Insurance;
 - arises out of and in the course of their employment by You in connection with the Business; and occurs within the Territorial Limits;
 - elsewhere in the world for temporary visits by Employees normally resident within the Territorial Limits.

The maximum We shall pay, including Costs and Expenses, for any claim or series of claims (regardless of the number of claimants) Connected With one occurrence is the Limit of Indemnity.

Cover includes:

Asbestos, Radiation, Silica, Terrorism (up to £ 5,000,000 any one occurrence).

Injury to Working Partners.

Unsatisfied Court Judgments.

Employers' Liability: Exclusions

We shall not pay for liability Connected With or comprising any of the following:

- Motor Liability.

Liability

- Offshore Work.
- Statutory Liabilities.

Public Liability: Coverages

Provides protection against your legal liability for injury to third parties and damage to their property including nuisance, trespass, obstruction, loss of amenities or interference with right of way light air or water up to the limit stated in the schedule including costs and expenses Cover extends to include:

- Contingent Motor third party liability arising out of the use of vehicles not owned by you within the Territorial Limits.
- Data Protection Legislation (up to £250,000).
- Defective Premises Act liability.
- Employee and visitor personal belongings.
- Leased or Rented Premises.
- Overseas Personal Liability.
- Terrorism (up to £ 2,000,000).

Public Liability: Exclusions - Please refer to your policy document

- Aircraft, Watercraft and Mechanically Propelled Vehicles.
- Contractual Liability and Indemnity to Principal.
- Defects in Land.
- Injury to an Employee.
- Financial Loss.
- Hazardous Activities.
- Hazardous Substances.
- Hot Works away from Your Premises.
- Pollution occurring:
 - in the United States of America or Canada;
 - elsewhere unless Caused By a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.
- Professional Advice and Services.
- Property Being Worked Upon.
- Products Supplied.

Product Liability

Provides protection against your legal liability to pay damages and costs and expenses following accidental injury or damage to Property occurring during the Period of Insurance and Caused By Products Supplied from within the Territorial Limits, but not Products Supplied by You in or for delivery or use in the United States of America or Canada.

We shall pay Costs and Expenses in addition to the Indemnity Limit except for any claim brought in the United States of America or Canada, where the Indemnity Limit will include Costs and Expenses.

Product Liability: Exclusions- Please refer to your policy document

- Contractual Liability.
- Custody and Control.
- Injury to an Employee.
- Financial Loss.
- Hazardous Activities.

- Hazardous Substances.
- Professional Advice and Services.
- Products Exported to the United States of America and Canada.
- Replacement, Removal, Repair

Legal Expenses

Insured by DAS Legal Expenses Insurance Company Limited (DAS)

Cover, Features and Benefits

Cover up to £500,000 for your legal costs and expenses for the following:

- Defence of employment disputes and payment of compensation awards (compensation awards are also subject to an aggregate limit of £1,000,000 in any one period of insurance)
- Legal defence for
 - Criminal prosecutions
 - Data protection
 - Wrongful arrest
 - Statutory notice appeals
 - Jury service/court attendance
 - Disciplinary hearings
- Statutory licence appeal
- Contract disputes (minimum amount in dispute £200 inc VAT)
- Debt recovery (minimum amount in dispute £200 inc VAT)
- Property protection
- Personal injury
- Tax protection
- Tenancy disputes
- Crisis containment (up to £25,000)
- Employment restrictive covenants
- Social media defamation
- Corporate identity theft

Cover under this section also includes access to

- Business helplines – legal advice, tax advice, counselling, identity theft
- Online employment manual: guidance on employment law
- DASbusinesslaw: online law guide and template documents for download

Please refer to the Legal Expenses Section of Your policy for details. 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.

Exceptions and Limitations - Please refer to your Policy document

- 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)
- Other exceptions apply, including specific exceptions per element of cover – please refer to your policy document

Engineering - Machinery Damage

Insured by HSB Engineering Insurance Limited

This Section provides protection for loss of or damage to Machinery described in the Schedule from sudden and unforeseen cause whilst at the Premises.

Additional Cover in respect of each claim for loss or damage for which We accept liability, the Cover provided by this Section extends to include the following:

- Automatic Cover for additional Machinery providing that it falls within the terms of the Cover.
- Temporary Removal - Loss of or damage to the Machinery occurring within the European Union or European Free Trade Area whilst:
 1. temporarily located at any other location, or
 2. in Transit for the purposes of repair, service, overhaul or maintenance.
- Debris Removal up to £25,000
- Loss Avoidance Measures
- Expediting Costs up to £50,000
- Repair Costs Investigation up to £25,000

Special Exclusions

Loss of or damage to Machinery Caused By:

- Fire, lightning, explosion (other than Explosion as defined in this Section), earthquake, flood, storm, tempest, inundation, escape of water from water containing apparatus, leakage from sprinkler installations, aircraft and other aerial devices or articles dropped therefrom;
- theft or attempted theft;
- wear and tear, gradual deterioration or rust, gradually developing defects, scratching or chipping of painted or polished surfaces, erosion or corrosion;
- any intentional act or wilful omission by You;
- intentional overloading;
- testing or experiments involving the imposition of any abnormal condition;
- Consequential Loss;
- Application of Tools;
- Guarantees of Performance;
- Airborne and Waterborne Craft;
- Pollution or Contamination;
- Erection Risk.

Engineering Inspection

Carried out by HSB Engineering Insurance Services Limited.

Provides a thorough examination of plant in accordance with the requirements of such statutory regulations as apply to Plant.

A written report is produced.

Covers only plant specified in the Plant Schedule.

Computer Insurance

Cover, Features and Benefits

- Hardware.
- Reinstatement of data.
- Increased cost of working.
- Virus hacking and denial of service attack (up to £100,000).
- Loss Avoidance Measures.

Section Extensions

- Waiver of Subrogation Rights;
- Avoiding Corruption (up to £10,000).
- Loss Avoidance Measures
- Temporary and Fast-tracked Repair (50% or £50,000 whichever is the least).
- Investigation Cost (up to £25,000).

Extensions Of Cover Applicable To Hardware Sub-Section only

- Extra Hardware (Sum Insured automatically increased by up to £500,000).
- Waste Electrical and Electronic Equipment Directive (up to £25,000).
- Temporary Removal (up to 50,000).
- Gas Flooding Systems.
- Extra Hire or Lease Costs (up to £25,000).
- Fire Brigade Charges (up to £50,000).
- Recovery of Hardware (up to £10,000).
- Security Guard Costs (up to £25,000).
- Trace and Access (up to £25,000).
- Incompatibility (up to £50,000).

Extensions of Cover Applicable to Increased Costs Of Working Sub-Section

- Accountant Fees (up to £50,000).
- Loss of Interest (up to £10,000).

Business All Risks (Specified Items)

Cover, Features and Benefits

Provides Cover for Damage occurring during the Period of Insurance to Property described in the Schedule provided the Damage occurs within the Geographical Limits as detailed in the Schedule.

The Sums Insured under each item are separately subject to Average.

Section Exceptions

- consequential loss.
- Damage Connected With:

- inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table, Your own faulty or defective design or materials.
- faulty or defective workmanship, operational error or omission on the part of You or Your Employees.
- corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
- change in temperature or atmospheric or climatic conditions.
- mechanical or electrical breakdown or derangement of the Property Insured in which such breakdown or derangement originates.
- Theft from an unattended vehicle or trailer vehicle, unless:
 - all doors and windows and other means of access are securely fastened and locked; and
 - all valuable items are locked in secure compartments and hidden from view; and
 - outside of Your usual trading hours the vehicle is parked within a secure compound or locked within a secure garage.
- Damage caused by:
 - acts of fraud or dishonesty by Your Employees.
 - unexplained disappearance, unexplained or inventory shortage misfiling or misplacing of information.
 - a process of fitting, testing, servicing, repair, renovation or adjustment.
- The Excess stated in the Schedule

Loss of Licence

Cover, Features and Benefits

Provides cover for the reduction in value of your business or premises as a result liquor licence not being renewed or withdrawn due to causes beyond your control

Significant Exceptions and Limitations - Please refer to your policy document

Losses arising out of:

- planning improvement or redevelopment
- a change in law
- compulsory purchase or surrender
- a reduction or redistribution of licences

Terrorism

Cover, Features and Benefits

Covers damage to material property and business interruption caused by acts of terrorism.

- Damage to Property within one mile of Premises (up to £500,000).
- Damage to Property of utility supplier (up to £1,000,000).
- Damage to Property of Customers and Suppliers (up to £500,000).
- Damage to Your Property Away from the Premises (up to £500,000).
- Prevention of access (up to £500,000 or £1,000,000 following Damage).
- Threat or hoax (up to £500,000).

Significant Exceptions and Limitations - Please refer to your policy document

- Chemical and biological emissions.
- Confiscation.
- Cyber.
- Illegal trade.
- Malicious persons.
- Microorganisms.
- Nuclear risk.
- Pollution.
- Prevention or control of Terrorism.
- Seizure.
- Theft.
- Unexplained loss.
- Weapons.

How to Complain

If You have an enquiry about Your Policy, please contact Your insurance agent who arranged the Policy for You.

If You have a complaint arising from Your Policy please contact:

Complaints Manager
Arch Insurance (UK) Limited
5th Floor
60 Great Tower Street
London EC3R 5AZ

complaints@archinsurance.co.uk

For complaints relating to the Legal Expenses Section, including complaints relating to the helplines and online tools, please contact

Customer Relations Department
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Email: customerrelations@das.co.uk

Telephone: 0344 893 9013

Or complete an online complaint form at www.das.co.uk/about-das/complaints

If We have not resolved Your complaint within eight weeks or You are not satisfied with Our response, You may be able to refer it to the Financial Ombudsman Service. You must do this within six months of receiving Our final response letter. Contact details for the Financial Ombudsman Service are:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

www.financial-ombudsman.org.uk

Telephone: 0800 023 4567/ 0300 123 9 123

Fax: 020 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

Following the complaints procedure does not affect Your rights to take legal action.

Financial Services Compensation Scheme

Arch Insurance (UK) Limited and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS).

If we are unable to meet our obligations, You may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at www.fscs.org.uk



Arch UK Regional Division

Arch Insurance (UK) Limited, 5th Floor, 60 Great Tower Street, London EC3R 5AZ – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Commercial Combined – Policy Summary

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