

We are keen to work in partnership with You and avoid any misunderstandings.

This is a summary of the 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 make a fair presentation of the risk to Us and read the policy document carefully when you receive it

## Name of Insurance Undertaking

This Policy is underwritten by Arch Insurance (UK) Limited, 4th Floor, 10 Fenchurch Avenue, London EC3M 5BN – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Arch Insurance Group consist of FCA registered companies, including Thomas Underwriting Agency Limited (FCA number 304302) and Axiom Underwriting Agency Limited (FCA number 441460), registered at the address provided, who may act as intermediaries for certain insurers.

The Insurer of the Legal Expenses Section is DAS Legal Expenses Insurance Company Limited

### **Duration of Policy**

The policy will remain in force for 12 months from date of commencement, or as otherwise shown on your policy schedule.

#### **Cancellation**

We may cancel this policy or any part thereof by giving 30 days notice to your last known address. You will have the right to cancel for any reason during the 14 day period after you receive your policy documentation, or if you sell the business or cease to trade.

Provided there have been no claims made under the policy or that no incident has occurred that is likely to give rise to a claim or that there has been no breach of any policy conditions, you shall be entitled to the return of a proportionate part of the premium in respect of the unexpired period of insurance, or a full refund, less any cancellation charge, if the policy is cancelled prior to cover effecting.

### **How to Claim**

If you need to make a claim please contact your Insurance Broker. If you are unable to contact your broker please telephone our claims line on 0345 258 3881 or email us at <a href="mailto:archonlineclaims@archinsurance.co.uk">archonlineclaims@archinsurance.co.uk</a>

Please have your policy number to hand when calling.

## **Risk Management Services**

As well as insurance cover, Arch Insurance (UK) Limited believes in helping their clients to find practical solutions for the risks they face. That's why we are providing our Risk Management service, Added Value, with this product, which could save you money and also help reduce the likelihood of future claims.

Added Value service includes:

- Access to a library of information, template documents and self assessments in Health & Safety Management and Human Resources;
- 24/7 online ask the expert service;
- Access to an online Business Law legal library of business guides, document builders, letters and articles;
- Legal advice through the Business Law helpline, telephone 0117 927 1824

- Access to fully confidential stress counselling helpline manned by professional counsellors, telephone 0344 983 9012
- A variety of online, interactive training modules, including Manual Handling, Workplace Risk Assessment, Workplace Fire Safety.

For further information of any of Our Online risk management services, please visit <a href="https://www.archsafetyclick.com">www.archsafetyclick.com</a>

## **Complaints and Compensation**

Arch Insurance (UK) Limited's goal is to give excellent service to all our customers, but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

If you are disappointed with any aspect of the handling of your insurance, please contact the Complaints Manager at:

Arch Insurance (UK) Limited 4 th Floor 10 Fenchurch Avenue London EC3M 5BN

#### complaints@archinsurance.co.uk

If your complaint requires investigation by another party, we will pass details onto them to deal with in accordance with their complaints procedure. In this event, we will provide you with details of who we have passed your complaint to.

If your complaint refers to the Legal Expenses section please write to DAS Customers Relations Department at the address below: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH

# Refer your complaint to the Financial Ombudsman Service

If, after making a complaint to Arch Insurance (UK) Limited or DAS, you feel that the matter has not been resolved to your satisfaction (or if Your complaint remains unresolved after 8 weeks of initially telling us) You may be able to refer Your complaint to the Financial Ombudsman at:

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London F14 9SR

Tel: 0800 023 4567 (for landline users)

0300 123 9123 (for mobile users)

Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>
Website: <a href="mailto:www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>

## **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  $\underline{www.fscs.org.uk}$ 

#### **Significant Cover Features and Benefits**

Your policy includes the following significant cover features and benefits which are detailed in your policy documentation.

# Significant or Unusual Exclusions or Limitations

Your policy includes the following significant or unusual exclusions or limitations which are detailed in your policy documentation.

#### **Significant Cover Features and Benefits**

## Significant or Unusual Exclusions or Limitations

### **Asset Protection Insurance**

#### **Property Damage Section**

All Risks cover.

The cover extends to include:

- Damage to buildings caused by theft or attempted theft by forcible and violent means.
- Glass (including boarding up costs) and cover for window, door frames and content of display windows
- Automatic reinstatement of the sum insured following a loss
- Automatic cover for buildings and machinery that you purchase during the period of insurance up to 10% of the sum insured or £500,000 whichever is
- Damage to stock whilst at any exhibition within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man for a period not exceeding 15 days up
- Costs involved in locating the source of damage resulting from escape of water or fuel oil from any tank, apparatus or pipe up to £10,000
- Temporary removal of machinery whilst being cleaned or repaired limit 15%
- Loss of metered water up to £10,000
- Architects', surveyors', and consultants' fees involved in reinstating buildings and machinery following a loss
- Accidental damage to underground services
- Removal of debris following a loss (limited to £10,000 in respect of stock).

Cover can be extended to include Terrorism and, or Subsidence, ground heave and landslip

#### Please refer to the Property Damage Section of the policy booklet

- Wear and tear, gradual deterioration, faulty design, materials or workmanship
- Mechanical or electrical breakdown of property insured
- Damage due to escape of water from tanks and pipes, malicious persons (other than fire and explosion) or breakage of glass in respect of buildings which are unoccupied or disused
- Damage to moveable property in the open or open sided buildings by wind, rain, hail, sleet, snow, flood, dust
- Changes in the water table and frost damage
- Pollution or contamination
- Theft or attempted theft
- Damage to property involving the application of heat
- Damage other than by fire or explosion, arising from production, servicing or testing
- Damage more specifically insured by you or on your behalf
- Consequential loss or damage of any kind
- The first part of any claim (your excess)
- Minimum Security Condition applies to this policy.

#### **Theft Section**

We will indemnify you in respect of theft, attempted theft or theft involving violence or threat of violence.

Cover includes:

- Changing locks following theft of keys up to £1,500
- Automatic reinstatement of the sum insured following a loss
- Architects', surveyors', and consultants fees involved in re-instating machinery following a loss – limit 15%
- Temporary removal of machinery whilst being cleaned or repaired
- Debris removal
- Collusion
- Damage to stock whilst at any Exhibition within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man for a period not exceeding 15 days up to £25.000.

### Please refer to the Theft Section of the policy booklet

- Theft from the premises whilst they are unoccupied or unused
- Theft from open spaces, yards, compounds or open sided buildings unless otherwise stated
- Theft or attempted theft not involving entry into or exit from the premises by forcible or violent means
- Unexplained or inventory shortage
- Theft where you or your partners, directors, employees or household members are involved
- Any consequential loss or damage
- The first part of any claim (your excess)
- Damage to property more specifically insured by you or on your behalf
- High risk stock unless specifically insured
- Minimum Security Condition applies to this policy.

## **Money and Assault Section**

Loss of money belonging to your business:

- From your premises during business hours £5,000
- Whilst in transit or in bank night safe £5,000
- From your home or employees home £500
- From a locked safe £1,500 limit
- After business hours not in a safe £500
- From gaming machines £500
- Personal money belonging to the resident owner or manager £100
- Bodily injury to you or your employees as a result of assault or attempted assault whilst carrying money belonging to your business, Maximum payable £25,000.

## Please refer to the Money and Assault Section of the policy booklet

- Shortage due to clerical or accountancy errors
- Loss due to the dishonesty of any employees or your principals not discovered within 30 working days
- Loss from unattended vehicles
- Minimum Security Condition applies to this policy.
- The first part of any claim (your excess)
- A complete record of money is kept in a separate secure place
- Money in transit over £2,000 is accompanied by multiple persons.

**Significant Cover Features and Benefits** 

#### Significant or Unusual Exclusions or Limitations

#### Asset Protection Insurance continued

#### **Business All Risks Section**

Cover for your business equipment following accidental loss or damage. Cover includes:

- Automatic re-instatement of the sum insured following a loss
- Cover can be extended to anywhere in the world.

#### **Property in Transit Section**

We will indemnify you in respect of damage to property insured whilst in transit, limit  $\pm 5,000$ .

Cover includes:

- Cover whilst loading, unloading and whilst temporarily stored (not exceeding 30 days) during transit
- Automatic re-instatement of the sum insured following a loss
- Losses to own sheets, ropes and packing materials, replaced with new if less than 12 months old.

#### **Frozen Foods Section**

We will indemnify you in respect of damage by deterioration or contamination to food while contained in any refrigeration unit, limit £2,500.

Cover includes:

- Deterioration of foods following the breakdown or refrigeration units up to 15 years old
- Accidental failure of the public electricity supply if not deliberately caused by the supply authority.

### Please refer to the Business All Risks Section of the policy booklet

- Wear and tear, gradual deterioration, faulty design, materials or workmanship
- Any defect in the property
- Theft from unattended vehicles not involving forcible or violent entry
- The first part of any claim (your excess)
- Mechanical or electrical breakdown
- Portable equipment condition
- Overnight theft exclusion.

## Please refer to the Property in Transit Section of the policy booklet

- Losses caused by defective or inadequate packing, insulation or labelling
- Theft from unattended vehicles from 9pm until collected by your driver unless garaged in a locked building or in a secure compound
- Property in transit for hire or reward
- Damage caused by changes in temperature
- The first part of any claim (your excess)
- Damage occurring outside of the Territorial Limits.

#### Please refer to the Frozen Foods Section of the policy booklet

- Wear and tear, deterioration, or gradually developing flaws or defects in the unit
- Failure to correctly set any temperature controls
- Failure of freezer cabinets over 15 years old are excluded
- Freezer cabinets over 10 years old and not the subject of an annual maintenance contract
- The first part of any claim (your excess)
- Failure of freezer cabinets powered by a motor in excess of 2 horse-power
- Maintenance Condition.

### **Revenue Protection Insurance**

#### **Business Interruption Section**

We will indemnify you in respect of reduction in turnover and increase in cost of working following a valid claim under the property damage or theft section.

Cover includes

- Enforced closure due to notifiable human or contagious disease, murder or suicide within a 25 mile radius, limit £50,000
- Prevention of access caused by damage to property in the vicinity of the premises which hinders or prevents access to the premises
- Damage at your customers premises, limit £100,000
- Damage at your suppliers premises, limit £100,000
- Damage to your property while in transit in Great Britain or Northern Ireland, limit £5,000
- Loss of attraction, limit £50,000
- Accidental failure of telecommunications at the premises lasting in excess of 24 consecutive hours
- Accidental failure of public supplies of electricity, gas or water lasting in excess of 30 minutes
- Automatic sum insured uplift of 33.33%
- Book Debts, limit £50,000.

#### Please refer to Business Interruption Section of the policy booklet

- Losses excluded under the property damage section or theft section
- If your business is wound up or carried on by a liquidator or receiver or is permanently discontinued.

Significant Cover Features and Benefits

Significant or Unusual Exclusions or Limitations

#### Revenue Protection Insurance continued

Optional covers available include:

- Rent Receivable
- Additional Increased Cost of Working.

Cover can be extended to include Terrorism.

### **Legal Liabilities Insurance**

#### **Employers' Liability Section**

Protection against your legal liability for bodily injury to your employees arising out of and in the course of Employment up to a limit of indemnity of £10,000,000 including costs and expenses. Cover also includes:

- Legal costs and expenses in defending prosecutions under all relevant health and safety legislation
- Worldwide cover for employees normally resident in the UK who are temporarily working overseas.

#### **Public and Products Liability Section**

Protection up to the limit of indemnity against your legal liability for bodily injury to third parties or damage to their property, and certain other contingencies such as obstruction, trespass, nuisance, interference, wrongful arrest and eviction.

The cover extends to include:

- Contingent motor third party liability arising out of the use of vehicles not owned by you within the UK
- Employees and visitors personal effects
- Personal liability of employees and directors whilst they are overseas on your business
- Liability for loss of or damage to premises hired or rented to you for the purpose of your business
- Legal costs and expenses in defending prosecutions under all relevant health and safety legislation

## Please refer to the Employers' Liability Section of the policy booklet

- Cover for acts of terrorism is limited to £5,000,000 per event
- Work in or on or travel to or from any offshore installation or support vessel
- Bodily injury to an Employee carried in or on, entering or alighting a vehicle or where Road Traffic Act legislation applies
- Liability in respect of liquidated damages, penalty clauses and fines.

## Please refer to the Public and Products Liability Section of the policy booklet

- Cover for acts of terrorism is limited to £2,000,000 or the limit of indemnity shown in the Schedule if less for any one event
- Loss or damage to property in your custody or control
- Cost of remedying defects in products supplied
- Liability assumed by agreement in connection with products supplied
- Pollution unless caused by a sudden and identifiable incident
- Work in or on or travel to or from or within or products supplied to any offshore installation or support vessel
- Liquidated damages, penalty clauses, fines or punitive damages
- The first £250 of each and every claim for loss of or damage to premises hired or rented
- Exposure to, inhalation of, fears of the consequences of exposure to or inhalation
  of, costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating
  or managing any property arising out of the presence of Asbestos
- The first part of any claim for damage to property (your excess).

## **Legal Expenses Section**

This section of the policy will pay legal costs up to the limit of £500,000 including solicitors' and barristers' fees, court costs, expenses for expert witnesses, costs awarded to opponents in civil cases, attendance expenses and accountants' fees. It will also pay the costs of appealing or defending an appeal in respect of insured incidents.

#### **Commercial Legal Advice**

Provide confidential legal advice over the phone on any commercial legal problem or tax matters affecting your business.

#### **Counselling Helpline**

Provide all employees (including members of their immediate family who permanently live with them) with a confidential counselling service over the phone

#### Insurer

This section of cover is underwritten by DAS Legal Expenses Insurance Company Limited.

The legal advice service is provided by DAS Law Limited on DAS' behalf

#### **Significant Cover Features and Benefits**

#### **Employment Disputes and Compensation Awards**

 Defending your legal rights if you have a dispute with an employee that cannot be resolved internally

#### **Legal Defence**

 Defending your legal rights if you face a criminal prosecution arising directly in connection with your business activities; receive a statutory notice; or experience problems under data protection legislation

## **Statutory Licence Appeal**

 An appeal to the relevant authority, court or tribunal following a decision to have your licence, mandatory registration, or British Standard Certificate of Registration cancelled, suspended, or altered

#### **Contract Disputes**

 A contractual dispute arising from an agreement or an alleged agreement entered into by you for the purchase, hire, sale or provision of goods or of services

### Significant or Unusual Exclusions or Limitations

#### Please refer to the Employment Disputes and Compensation Awards Section of the policy booklet

- Providing that throughout the employment dispute, you have either followed the ACAS Code of Disciplinary and Grievance Procedures, or the equivalent codes in Northern Ireland, or sought and followed advice from the DAS legal advice service
- Note that various waiting periods apply to claims that arise from employment disputes
- The total compensation awards payable shall not exceed £1,000,000 in any one period of insurance

## Please refer to the Legal Defence Section of the policy booklet

- A prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle
- Appeals against the imposition or terms of any Statutory Notice issued in connection with your licence, mandatory registration, or British Standard Certificate of Registration
- Statutory Notices issued by a regulatory or governing body

## Please refer to the Statutory Licence Appeal Section of the policy booklet

- Assistance with the application process either in relation to an original application, or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration
- Ownership, driving or use of motor vehicles

## Please refer to the Contract Disputes Section of the policy booklet

- The amount in dispute exceeds £500 including VAT
- Any claim where the amount in dispute exceeds £5,000 (incl VAT), you will pay
  the first £500 of any costs and expenses. Any claim relating to the
  settlement payable under an insurance policy
- A dispute relating to an agreement which was entered into prior to the start of this section of the policy where the date of occurrence is within the first 90 days of the cover provided by this section of the policy
- The recovery of money and interest due from another party, other than where the other party intimates that a defence exists
- Where a dispute relates to money owed to you, a claim is made within 90 days of the money becoming due and payable

**Significant Cover Features and Benefits** 

#### Significant or Unusual Exclusions or Limitations

### Legal Expenses Insurance continued

#### **Debt Recovery**

 A dispute relating to the recovery of money and interest due from the sale or provision of goods and services, including the enforcement of judgments

#### Please refer to the Debt Recovery Section of the policy booklet

- The amount of the debt exceeds £500 including VAT
- Any claim relating to the settlement payable under an insurance policy
- A debt arising from an agreement entered into prior to the start of this section of the policy if the debt is due within the first 90 days of the cover provided by this section of the policy
- The recovery of money and interest due from another party, other than where the other party intimates that a defence exists
- Any dispute which arises from debts you have purchased from a third party
- A claim is made within **90 days** of the money becoming due and payable

#### **Property Protection**

 A civil dispute relating to material property, owned by you or for which you are responsible, following physical damage, a legal nuisance, or a trespass to it

## Please refer to the Property Protection Section of the policy booklet

- You must have established the legal ownership or right to the land that is the subject of the dispute
- A claim relating to a contract you have entered into
- Goods in transit, or goods lent or hired out
- The enforcement of a covenant by or against you

#### **Personal Injury**

 A civil claim for damages following a specific or sudden accident that causes the death of, or bodily injury to an employee or a member of their family

#### Please refer to the Personal Injury Section of the policy booklet

- Any illness or bodily injury that happens gradually
- Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
- Clinical negligence

#### **Tax Protection**

A tax enquiry; an employer compliance dispute; or a VAT dispute

#### Please refer to the Tax Protection Section of the policy booklet

- Any failure to register for Value Added Tax or Pay As You Earn
- Any claim relating to import or excise duties and import VAT
- Any tax avoidance schemes
- An investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, Public Notice 160, or by the Revenue & Customs Prosecution Office

#### **Tenancy Disputes**

 A dispute with your landlord relating to the business premises leased, hired or rented to you

### Please refer to the Tenancy Disputes Section of the policy booklet

 Any claim relating to rent, or service charges, or renewal of the tenancy agreement



### **Arch UK Regional Division**

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