

# Commercial Combined

## Summary of Cover



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## Introduction

This is a summary of the cover provided by Your Commercial Combined Policy. It does not contain the full terms and conditions of cover which can be found in the Policy documents. Any endorsements or amendments, if applicable, can be found on Your Policy Schedule. Endorsements or amendments may change the scope of the cover described in this summary. It is important that You read all the Policy documents carefully when You receive them.

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 and Property.
- 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 Us 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:

4th Floor  
10 Fenchurch Avenue  
London  
EC3M 5BN.

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, please 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 the 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, 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.

You may cancel the Policy at any time during the Period of Insurance by sending written notification to Your insurance agent or to Us.

## 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, they 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 and is for Your 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](http://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.com](mailto:commercial.claims@archinsurance.com)

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

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 Risk Management PLUS 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; and
- E-Learning.

You can access these services from Our Risk Management website [www.archriskmanagement.co.uk](http://www.archriskmanagement.co.uk)

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

#### Digital Risk Management Platform

Arch Risk Management PLUS is a digital risk management platform that helps You manage risk on a day-to-day basis with real-time visibility over Your activity and risk data. It tells You how You are performing and at the same time simplifies Your process, reducing the time and cost of managing risk. To learn more about Arch Risk Management PLUS scan the QR Code.



## Your obligations

### Applicable to all sections unless stated otherwise.

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 shown in the Policy.
- Electric Vehicle Charging Points – You must comply with all requirements shown in the Policy.
- Fire safety – You must provide a fire risk assessment, maintain all fire extinguishing equipment and comply with fire safety regulations shown in the Policy.
- Hot Works – You must take all precautions shown in the Policy.
- Intruder Alarm – You must ensure that any intruder alarm system is always maintained, effective and complies with the requirements shown in the Policy.
- Key Security – When the Premises are left Unattended, You must follow the requirements shown in the Policy.
- Photovoltaic and Solar Panels – You must comply with all the requirements shown 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 shown 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 applied following the survey, within the timescales We specify.
- Unoccupancy – You must comply with all the requirements shown in the Policy.
- Waste - You must ensure that all waste and refuse is cleaned up daily and removed from the Premises at least once a week.

## General Exclusions

**Applicable to all sections unless stated otherwise.**

- Asbestos.
- Cyber (not applicable to Marine Cargo, Engineering - Machinery Damage Section or Computer Section).
- Epidemic or Pandemic Disease (not applicable to the Employers' Liability, Public, Product and Product Liability (Claims Made Basis) 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).
- Other Insurance.
- Premium Payment.
- Silica.
- Sonic Bangs.
- Terrorism (not applicable to the Marine Cargo or Terrorism Sections).
- War and Government Action (not applicable to the Marine Cargo or Computer Sections).

## General Conditions

**Applicable to all sections unless stated otherwise.**

Below is a summary of the main General Conditions, please see the Policy for full details:

### 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; or
- Demolition, construction, ground works or excavations are carried out on a site adjoining the Premises.

### 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

Unless otherwise specified in the Schedule, We shall not make any payment under this Section for loss Connected With or comprising any of the following

- Consequential loss

#### 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, error or omission by You or an Employee in the operation of Your machinery.
- 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.
- Mechanical or electrical breakdown or derangement of Property.
- Acts of fraud or dishonesty by You or Your Employees.
- Disappearance.
- Unexplained shortage or inventory shortage.
- Misfiling, misplacing of information or clerical error.
- Erasure or distortion of information on computer systems or other records.
- Non- forceful and non-violent Theft or attempted theft.
- Cessation of work, including due to Government Action, strikes, locked out workers, labour disturbances or malicious persons Connected With such events.
- Theft or attempted theft of Money or securities.
- Inundation from the sea Connected with storm or tempest.
- Escape of water from the normal confines or any natural or artificial water course, lake, reservoir, canal or dam Connected With storm or tempest.
- Felling, lopping or pruning of trees Connected With storm or falling trees.
- Fences, gates and movable property in the open or open sided Building Connected With storm or falling trees.
- Escape of water from or at a Building that is Unoccupied or part Unoccupied.
- Malicious persons from or at a Building that is Unoccupied or part Unoccupied.
- Gradual emission or seepage from any fixed oil heating installation.
- Moveable Property in the open Connected With wind, rain, hail, sleet, snow, flood or dust.
- Pollution.
- Property Insured undergoing a process involving the application of heat.

- Damage to Caused By its own Self-ignition, leakage of electricity, short circuiting or over-running.
- Electrical or magnetic disturbance or erasure of electronic readings.
- Solidification of molten material.
- Property which is more specifically insured.

#### Damage to:

- Normal settlement of new structures.
- Glass not being fixed glass forming part of the structure of the Buildings.
- China, earthenware, marble or other fragile objects (not including Stock).
- Glass while a Building is Unoccupied, unless Caused By fire, aircraft, explosion or earthquake.
- 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.
- Piers, jetties, bridges, culverts or excavations except where Property is specifically stated as insured in the Schedule and the Damage is not otherwise excluded.
- Walls (not otherwise forming part of the structure of a Building), gates, fences, pools, yards, car parks, roads, bridges, pavements, walkways, terraces, drives forecourts and similar surfaces, Connected With subsidence, landslip or heave, unless the structure of a Building insured by this Section is Damaged by the same cause at the same time.
- Settlement or movement of made-up ground, coastal or river erosion, Connected With subsidence, landslip or heave.
- Construction, demolition, alteration or structural repair of Buildings at the Premises, Connected With subsidence, landslip or heave.
- Jewellery, precious stones, precious metals, bullion, or furs.

### Property: Extensions

Subject to the terms of this Section, We shall pay for loss occurring within the Territorial Limits during the Period of Insurance in the circumstances set out below, subject to any limit indicated:

- Asbestos debris removal.
- Capital additions (lesser of 10% of the sum insured or £500,000).
- Contract sale price.
- Documents and books (£25,000 aggregate).
- Drain clearance (£25,000 aggregate).
- Emergency services (£25,000 aggregate).
- Fire extinguishing expenses (£25,000 aggregate).
- Loss minimisation (£25,000 aggregate).
- Loss of metered utilities (£25,000 aggregate).
- Moulds tools and dies (£50,000 aggregate).
- Munitions
- Other locations £2.500 per claim, £10,000 aggregate).
- Rent payable (selected by You).
- Replacement locks (£5,000 aggregate).
- Seasonal increase (lesser of 25% of the stock sum insured or £500,000 for 3 months).
- Temporary removal (£25,000 aggregate).
- Theft Damage to Buildings.
- Trace and access (£25,000 aggregate).
- Trade samples (£500 per claim, £10,000 aggregate).
- Undamaged Property (15% limit).
- Underground services (£25,000 aggregate).
- Workmen.



## Business Interruption

### Business Interruption: Insuring Clause

This Section can provide cover for Interruption to Your Business following an insured loss under the Property Damage Section which results in reduced income and increased running costs, depending on which basis of cover you select.

### 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 (each subject to a limit of 10% of the sum insured or £100,00, whichever the lesser) 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 (subject to limit indicated):

- Disease, Infestation and Defective Sanitation (lesser of £100,000 or 10% of the sum insured).
- Essential Employees (£25,000 aggregate).
- Local Emergency (lesser of £50,000 or 10% of the sum insured).
- Failure of Utilities (lesser of £50,000 or 10% of the sum insured).
- Lottery Winner (£25,000 aggregate).

## Glass

### Glass: Insuring Clause

This Section provides cover for Breakage of Glass at the Premises.

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 in the Schedule, then limited to £5,000.

### Glass: Extensions

We shall also pay for the following losses Caused By Breakage of Glass at the Premises:

- Reasonable costs You incur to board up doors or windows, for an amount not exceeding £2,500 for any one occurrence.
- Reasonable costs You incur to repair or replace window frames, security fittings and/or alarm foil, for an amount not exceeding £1,000 for any one occurrence.
- Damage to lettering, embossing, beading, silvering or ornamental work, for an amount not exceeding £2,500 for any one occurrence.
- Damage to goods displayed, unless Caused By theft or attempted theft, for an amount not exceeding £1,000 for 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.
- Repair or alteration of Property which is not Glass.
- Unoccupied Buildings or parts of Buildings.
- Consequential loss.

## Money and Assault

### Money: Insuring Clause

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

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

- 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 of the Damage occurring.
- Use of any form of payment which proves to be counterfeit, false, invalid, uncollectable or irrecoverable for any reason.
- Errors or omissions.
- An Unattended Vehicle.
- Forgery, fraudulent alteration or substitution, fraudulent use of a computer or electronic transfer.
- 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:

- Associated Damage being;
  - 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;
  - 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
  - safes and strong rooms Caused By theft or attempted theft of Money up to a limit of £10,000 any one occurrence.
- Contingent Security Company Cover.

### Assault: Insuring Clause

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

### Goods in Transit: Insuring Clause

This Section provides cover for Damage to Property Insured whilst in Transit within the Territorial Limits.

### Goods in Transit: Exclusions

We shall not make any payment 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.
- 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.
- Deterioration or variation in temperature, unless Caused By fire, theft or overturning or collision of the carrying vehicle.
- Confiscation, requisition or destruction by order of government or public authority.
- Riot, civil commotion, strikes, lockouts or labour disturbances.

#### Damage/Damage to:

- Occurring outside the Territorial Limits, or not Connected With the Business.
- 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 and works of art.
- Money, bullion or non-ferrous metals.
- Living creatures.
- Explosives.
- Shortage in weight.
- Property in Transit for hire or reward.
- The Excess.

### Goods in Transit: Extensions

We shall also pay for loss occurring within the Territorial Limits in the circumstances set out below (subject to limit indicated unless altered within the Schedule):

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>▪ Additional Expenses – reloading (upto £5,000).</li> <li>▪ Clothing and Personal Effects (£500).</li> <li>▪ Property on Approval with Customers (£10,000).</li> <li>▪ Property on Demonstration (£10,000).</li> </ul> | <ul style="list-style-type: none"> <li>▪ Substitution of Vehicles Specified on Schedule.</li> <li>▪ Tarpaulins, Sheets and Ropes (£500).</li> <li>▪ Tools (£500).</li> <li>▪ Travellers' Samples £2,500).</li> </ul> |
|---|--|

## Marine Cargo

### Marine Cargo: Insuring Clause

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.

### Marine Cargo: Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions and the Exclusions stated in the applicable Institute Clauses:

- Excluded Territories.
- Insolvency of ship owners.

#### Damaged Caused By:

- Inherent vice, latent defect, gradual deterioration, wear and tear, frost, faulty or defective design or materials.
- Electrical or mechanical derangement, unless Caused By an accident to the carrying conveyance.
- Corrosion, rust, wet or dry shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.

#### Damage to or Damage due to:

- Insufficient or faulty packing, loading, stowing, wrongful addressing, labelling or delivery.
- Delay or loss of market or other subsequent or inevitable loss of any kind.
- Plants and flowers, livestock, negotiable instruments, bullion, Money, jewellery, watches, precious stones, precious metals, furs, antiques, works of art, rare books, tobacco, cigarettes, cigars, household goods, personal effects, bulk oil, coal, caravans, explosive goods, yachts, watercraft, military equipment, weapons and ammunition.

### Marine Cargo: Extensions

The following Extensions shall apply (subject to any limit indicated):

- |  |   |  |
|--|---|--|
| ▪ Additional Discharge Expenses.                 | ▪ General Average and Salvage.                        | ▪ Ropes and Sheets.                          |
| ▪ Brands.  | ▪ Letter of Credit.                                   | ▪ Second-Hand Machinery.                     |
| ▪ Buyer's interest.                              | ▪ Loading and Unloading.                              | ▪ Obsolete Parts.                            |
| ▪ Concealed Damage.                              | ▪ Non-delivery Losses.                                | ▪ Segregation (£10,000).                     |
| ▪ Delays Beyond Your Control.                    | ▪ Packing and Packing Costs.                          | ▪ Shortage From Containers.                  |
| ▪ Deliberate Action by Governmental Authorities. | ▪ Packers Premises.                                   | ▪ Seller's Interest.                         |
| ▪ Duty.  | ▪ Postal Sendings as stated in Schedule).             | ▪ Tools and Samples (as stated in Schedule). |
| ▪ Exhibitions and Demonstrations (£25,000).      | ▪ Presentation Packing.                               | ▪ Trademark Cartons.                         |
| ▪ Fumigation Expenses.                           | ▪ Removal of Debris (the greater of £10,000 or 20%).  | ▪ Unauthorised Occupants.                    |
|  | ▪ Replacement by Air (the greater of £10,000 or 10%). |  |
|  | ▪ Returned Goods.                                     |  |

## Liability

The Employers' Liability, Public Liability, Product Liability and Product Liability (Claims Made Basis) Sections are sub-Sections of the Liability Section.

### Liability: Extensions

The following Extensions apply to the Employers' Liability, Public Liability and Product Liability cover (subject to any limit indicated):

- Court Attendance (directors/partners - £750 per day, Your Employees - £250 per day)
- Cross Liabilities.
- Cyber.
- Indemnity to Others.
- Indemnity to Principal.

## Employers' Liability

### Employers' Liability: Insuring Clause

Provides protection for Your legal liability to pay damages and Costs and Expenses for Injury sustained by an Employee (up to Limit stated in the Schedule unless lower limit specified).

#### 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.
- Offshore Work.
- Overseas Actions.
- Overseas Subsidiaries, Branches and Representatives.
- Statutory Liabilities.

## Public Liability

### Public Liability: Insuring Clause

Provides protection for Your legal liability (up to Limit stated in the Schedule unless lower limit specified) to pay damages and Costs and Expenses for accidental:

- Injury.
- Damage to Property.
- Nuisance, trespass, obstruction, loss of amenities or interference with right of way, light, air or water if also involving Injury or Damage to Property.

We shall pay sums You are legally liable to pay in relation to:

- Contingent Motor.
- Data Protection (£250,000 limit).
- Defective Premises Act.
- Overseas Personal Liability.
- Employee and Visitor Belongings (£5,000 limit).
- Leased or Rented Premises.

## Public Liability: Exclusions

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

- Aircraft, Watercraft and Mechanically Propelled vehicles.
- Contractual Liability.
- Custody and Control.
- Defects in Land.
- Electric vehicle charging.
- Injury to an Employee.
- Financial Loss.
- Hazardous Activities and Substances.
- Hot Works away from Your Premises.
- Overseas Subsidiaries, Branches and Representatives.
- Pollution.
- Professional Advice and Services.
- Property Being Worked Upon.
- Products Supplied.

## Product Liability

### Product Liability: Insuring Clause

Provides protection against Your legal liability (up to Limit stated in the Schedule unless lower limit specified) to pay claims for damages and Costs and Expenses following Injury or Damage to Property Caused By Products Supplied.

### Product Liability: Exclusions

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

- Contractual Liability.
- Custody and Control.
- Electric vehicles charging.
- Injury to an Employee.
- Financial Loss.
- Hazardous Activities and Substances.
- Overseas Subsidiaries, Branches and Representatives.
- Professional Advice and Services.
- Products Exported to the USA and Canada.
- Replacement, Removal or Repair.

## Product Liability (Claims Made Basis)

### Product Liability (Claims Made Basis): Insuring Clause

Provides protection against Your legal liability (up to Limit stated in the Schedule unless lower limit specified) to pay claims for damages and Costs and Expenses following Injury or Damage to Property first made against You during the Period of Insurance and Caused By Products Supplied.

### Product Liability (Claims Made Basis): Exclusions

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

- Contractual Liability.
- Custody and Control.
- Electric vehicles charging.
- Injury to an Employee.
- Existing Claims and Circumstances.
- Financial Loss.
- Hazardous Activities and Substances.
- Late Notification.
- Overseas Subsidiaries, Branches and Representatives.
- Professional Advice and Services.
- Products Exported to the USA and Canada.
- Replacement, Removal or Repair.
- Retroactive Date.



## Legal Expenses

### Legal Expenses: Insuring Clause

Insured by DAS Legal Expenses Insurance Company Limited (DAS).

- Limit £500,000

#### Employment Legal Expenses:

- Employment disputes (limited to £1,000,000 aggregate).
- Compensation awards (limited to £1,000,000 aggregate).
- Employee civil legal defence.
- Service occupancy.

- Disciplinary hearings.
- Statutory license appeal.
- Contract disputes.
- Debt recovery.
- Property Protection.
- Personal Injury.
- Tax protection.
- Tenancy disputes.
- Crisis containment (£25,000 limit).

#### Legal Defence Expenses:

- Criminal pre-proceedings cover.
- Criminal prosecution defence.
- Data protections.
  - Wrongful Arrest.
  - Statutory notice appeals.
  - Jury service and court attendance.

#### Employment restrictive covenants:

- Pursuit of a breach of covenant.
- Business defence.
- Social media defamation.
- Corporate identity theft.

### Legal Expenses: Exclusions

- Late reported claims.
- Costs We have not agreed.
- Court awards and fines.
- Legal action We have not agreed.
- Intellectual property rights.
- Wilful acts.
- Franchise or agency agreements.
- A dispute with DAS.
- Shareholding or partnerships.
- Judicial review, coroner's inquest or fatal accident inquiry.
- Bankruptcy.
- Defamation.
- Litigant in person.

## Engineering - Machinery Damage

### Engineering – Machinery Damage: Insuring Clause

This Section provides protection for loss of or Damage to Machinery from sudden and unforeseen causes.

Additional Covers included (subject to any limit indicated):

- 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:
  - Debris Removal (lesser of £25,000 or 20%).
  - Loss avoidance measures.
  - Expediting costs (lesser of £50,000 or 50%).
  - Repair costs investigation (£25,000).

## Engineering – Machinery Damage -Exclusions

We will not pay for:

### 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.
- Riot, strike, locked-out or civil commotion
- 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.
- Excluded parts.
- Cyber event.
- Nuclear risks.

## 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.

## Computer Insurance

### Computer: Insuring Clause

We will pay for certain computer risks during the Period of Insurance (subject to any limit indicated):

- Hardware.
- Reinstatement of Data (RoD).
- Increased Cost of Working (ICW).
- Virus Hacking and Denial Of Service Attack (the lesser of limit in Schedule, the sum of the RoD and ICW sums insured or £100,000).

### Computer: Extensions

All the following Extensions shall apply to this Section subject to all other terms, conditions and Exclusions of this Policy:

- Waiver of Subrogation Rights.
- Avoiding Corruption (£10,000).
- Loss Avoidance Measures (up to amount potentially at risk).
- Temporary and Fast-tracked Repair (the lesser of 50% or £50,000).
- Investigation Cost (£25,000).

### Computer: Extensions of Cover Applicable to Hardware Sub-Section only

In addition to the cover provided under Hardware Sub-Section of this Section the following Extensions will apply subject to all other terms, conditions and Exclusions of this Policy:

- Extra Hardware (£500,000).
- Waste Electrical and Electronic Equipment Directive (£25,000).
- Hardware Away From the Premises (£50,000 other than Portable Computer Equipment which is limited to lesser of sum insured, £5,000 Connected With theft or £25,000 all other losses).
- Gas Flooding Systems.
- Extra Hire or Lease Costs (£25,000).
- Fire Brigade Charges (£50,000).
- Recovery of Hardware (£10,000).
- Security Guard Costs (£25,000).
- Trace and Access (£25,000).
- Incompatibility (£50,000).

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

In addition to the cover provided under Increased Costs of Working Sub-Section the following Extensions will apply subject to all other terms, conditions and Exclusions of this Policy:

- Accountant fees (£50,000).
- Loss of interest (£10,000).

### Computer: Exclusions

The following Exclusions apply to this Section and should be read in conjunction with the General Exclusions,

We will not pay for any claim, cost or loss Connected With the following:

- Circumstances Before Your Policy Started.
- Consequential Loss.
- Cyber Attack.
- Extortion or Ransom.
- Intentional Acts.
- Normal Upkeep.
- Nuclear Risks.
- Nuclear Sites.
- Telecommunication Systems.
- Trading Risks.
- War.
- Wear and Tear.
- Your Insolvency or Bankruptcy.

### Computer: Exclusions applicable to Hardware Sub-section

The following Exclusions apply to Hardware Sub-Section and should be read in conjunction with the General Exclusions:

- The cost of repairing, putting right, replacing or restoring any Damage if that cost can be recovered under any manufacturer's or supplier's guarantee or warranty, or any maintenance contract.
- Disappearances or shortages which are discovered when carrying out checks or inventories and cannot be accounted for.

### Computer: Exclusions applicable to Reinstatement of Data Sub-Section and Increased Cost of Working Sub-Sections

The following Exclusions apply to Reinstatement of Data Sub-Section and Increased Cost of Working Sub-Section and should be read in conjunction with the General Exclusions:

- Any cost or loss Caused By the failure or interruption of any electrical power supply, network or telecommunication network not owned and operated by You. This Exclusion shall not apply to any cost or loss Caused By physical damage, if otherwise insured by this Section, to the electrical power supply network, telecommunication network or other Property.

## Business All Risks (Specified Items)

### Business All Risks (Specified Items): Insuring Clause

Provides cover for Damage occurring during the Period of Insurance to Property described within the Geographical Limits shown on the Schedule.

### Business All Risks (Specified Items): Exclusions

We shall not pay for:

- 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.
- 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.
- Theft from an Unattended Vehicle or trailer vehicle.

## Loss of Licence

### Loss of Licence: Insuring Clause

Provides cover for the reduction in market value of Your Interest in the Business or Premises, whichever is the lesser, as a result of the liquor licence not being renewed or withdrawn, due to causes beyond Your control.

### Loss of Licence: Exclusions

We shall not make any payment under this Section if;

You are entitled to obtain payment of compensation under any legislation or Byelaw in respect of the refusal to renew the Licence; and/or

#### Losses arising out of:

- Planning improvement or redevelopment.
- A change in law.
- Compulsory purchase or surrender.
- A reduction or redistribution of licences.

## Terrorism

### Terrorism: Insuring Clause

Covers Damage to Property, Business All Risks (Specified Items) and Business interruption Caused By an Occurrence of Terrorism within the Territorial Limits (subject to any limit indicated):

### Terrorism: Extensions

- Brand Rehabilitation (lesser of £500,000 or 10%).
- Claim preparation costs (lesser of £50,000 or 10% subject to £100,000 aggregate).
- Court Attendance (£50,000 aggregate)
- Damage to Property of Telecommunications Supplier (lesser of £2,500,000 or 10% in the aggregate).
- Damage to Property of Utility Supplier (lesser of £2,500,000 or 10% in the aggregate).
- Damage at Premises of Customers and Suppliers (lesser of £2,500,000 or 10% in the aggregate).
- Damage to Your Property Away from the Premises (£500,000).
- Pollution and/or Contamination Clean Up (£2,500,000 aggregate)
- Prevention of Access (lesser of £2,500,000 or 20% in the aggregate).
- Threat or Hoax (lesser of £500,000 or 20% in the aggregate).

### Terrorism: Exclusions

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

- Chemical and Biological Emissions.
- Confiscation, Seizure, Illegal Trade.
- Cyber.
- Malicious persons.
- Microorganisms.
- Nuclear Risk.
- Pollution.
- Prevention or Control of Terrorism.
- 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  
4th Floor  
10 Fenchurch Avenue  
London  
EC3M 5BN

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

Telephone: [0333 207 2268](tel:03332072268)

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 Parc  
Greenway Court  
Bedwas  
Caerphilly  
CF83 8DW

Email: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

Telephone: 0344 893 9013

Or complete an online complaint form at [www.das.co.uk/about-das/complaints](http://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](http://www.financial-ombudsman.org.uk)

Telephone: 0800 023 4567/ 0300 123 9 123

Fax: 020 7964 1001

Email: [complaint.info@financial-ombudsman.org.uk](mailto: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](http://www.fscs.org.uk)



### Arch UK Regional Division

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.