



Commercial Combined...created

Summary of Cover

Policy Summary

This is a short guide to our Commercial Combined...created contract. This document does not form part of any insurance contract. You can find full terms and conditions of the cover in the relevant section of the policy wording.

Insurance Provider

This insurance is underwritten by the following Insurers and is administered by Origin UW Limited:-

Equipment Breakdown Section – HSB Engineering Insurance Ltd

Legal Expenses Section – AmTrust Europe Ltd

All other Sections - AXA Insurance UK plc

Type of Insurance

The Commercial Combined.....created Policy is designed to cover the assets, earnings and legal liabilities of your Business. It provides a wide range of covers with the flexibility to select those that meet your needs.

Policy Term

The duration of the Policy is 12 months from cover inception date or as detailed in your Policy Schedule.

PROPERTY ALL RISKS SECTION

Cover

The Property All Risks section covers loss or damage from any cause not excluded to specified property at the premises

Principal Extensions / Standard limits for certain items of Property Insured

Limits

Deeds, documents, manuscripts and business books	£5,000 any one loss
Computer system records	£25,000 any one loss
Wines and spirits	£500 any one loss
Directors', partners' or Employees' personal effects	£500 per person any one loss
Visitors' personal belongings	£500 any one loss
Other Locations - Stock	£10,000 any one storage location and £25,000 in total
Temporary Removal	15% of the General Contents Sum Insured or £25,000 whichever is the lesser
Exhibitions – Stock and General Contents	£10,000 any one loss
Glass	£500 any one loss of framework, fittings or goods on display
Locks and Keys	£250 any one loss of alarm foil
Septic Tanks and Underground Services	£500 for keys to safes or strongrooms and £1,500 in total any one loss
Rented Buildings	£25,000 any one loss
Extinguishment Expenses	£5,000 any one loss
Metered Water	£25,000 any one loss
Clearing of Drains	£5,000 any one loss
Capital Additions	£10,000 any one loss
Refrigerated Goods	10% of the Sum Insured subject to a maximum of £250,000
	Sum Insured as stated in the Schedule

Principal Exclusions

<ul style="list-style-type: none"> • faulty or defective designs or materials • inherent vice, latent defect, gradual deterioration • wear and tear or frost • faulty or defective workmanship • operational error or lack of maintenance • bursting of boilers due to steam pressure • corrosion, rust, wet or dry rot, shrinkage, evaporation • loss of weight, dampness, dryness, mould or toxic mould • marring, scratching, vermin or insects • change in temperature, colour, flavour, texture or finish • joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers • mechanical or electrical breakdown or derangement • theft or attempted theft from the open or any outbuilding, vehicle, trailer or from any Building or Unit which is Unoccupied • subsidence, ground heave or landslide 	<ul style="list-style-type: none"> • normal settlement or bedding down of new structures • disappearance, unexplained or inventory shortage, misfiling or misplacing of information • damage caused by Contractors on the Premises • damage by wind, rain, hail, sleet, snow, flood or dust to any moveable property in the open or fences and gates • damage to any building or structure resulting in its own collapse or cracking unless as a result of a Defined Peril • damage to Property Insured by fire caused by its undergoing any process involving the application of heat • damage to Property Insured resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair unless caused by a Defined Peril • damage caused by freezing, escape of water from any tank, apparatus or pipe and malicious persons in respect of any Building or Unit which is Unoccupied 	<ul style="list-style-type: none"> • damage to vehicles licensed for road use, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft • damage to structures in the course of construction or erection • damage to land, pavements, piers, jetties, bridges, culverts or excavations • damage to livestock, growing crops or trees • damage to jewellery, precious stones or metals, bullion, furs, curiosities, works of art or rare books • direct or indirect consequential loss (unless specifically insured) • damage where refrigeration equipment is over 15 years old or over 2 years old and not annually inspected or maintained • incorrect setting of thermostatic or automatic controlling devices forming part of the refrigeration equipment • the Excess as stated in the Schedule in respect of each and every loss
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BUSINESS INTERRUPTION SECTION

Cover

The Business Interruption Section of the Policy covers loss of gross profit or gross revenue and increase in costs of working during the Indemnity Period provided that payment has been made or liability has been admitted for the Damage to the property under an insurance covering the interest of the Insured

Principal Extensions

Limits

Defective Sanitation	£50,000 any one loss
Prevention of Access	£100,000 any one loss
Damage to Public Utilities	£100,000 any one loss
Contract Sites	£50,000 any one loss
Suppliers	£100,000 any one loss
Property Stored Away from the Premises	£100,000 any one loss
Exhibition Expenses	£100,000 any one loss
Customers	£100,000 any one loss
Goods in Transit	£25,000 any one loss
Full Failure of Utilities – Electricity	£50,000 any one loss
Full Failure of Utilities – Water	£50,000 any one loss
Full Failure of Utilities – Gas	£50,000 any one loss
Full Failure of Utilities – Telecommunications	£50,000 any one loss
Murder & Suicide or Disease	£100,000 any one loss

Principal Exclusions

- Losses excluded under any property insurance

BOOK DEBTS SECTION

Cover

The Book Debts Section covers damage to the Insureds' business records

Principal Exclusions

- Alteration, manipulation, falsification or other act in order to conceal any dishonesty
- book keeping, accounting or invoicing errors or omissions
- mislaid or misfiled records or other unexplained disappearance
- erasure or distortion of information on computer systems or other records
- any loss due to damage to any computer or other equipment, component or system as a result of acts of theft, malicious damage or riot

EQUIPMENT BREAKDOWN SECTION

Cover

This Section of the Policy covers direct physical loss or damage and any specified consequential loss from an Accident to Covered Equipment owned by you or for which you are responsible subject to a maximum liability of £5,000,000 for any one Accident. Within this amount the liability of the Insurer shall not exceed

- a) £500,000 for any one Accident to Computer Equipment whilst at the Premises specified in the Schedule
- b) £5,000 for any one Accident to Portable Computer Equipment anywhere in the world

This cover will apply only where the Property All Risks and Business Interruption Sections of the Policy are shown as effective in the Schedule for the current Period of Insurance

Principal Extensions

Limits

Hazardous Substances	£10,000 any one Accident
Reinstatement of Data	£50,000 any one Accident
Computer Increased Costs of Working	£50,000 any one Accident
Business Interruption	£100,000 in any one Period of Insurance
Expediting Expenses	£20,000 any one Accident
Hire of Substitute Item	£10,000 any one Accident
Storage Tanks and Loss of Contents	£10,000 any one Accident
Damage to Own Surrounding Property	£1,000,000 any one Accident
Additional Access Costs	£20,000 any one Accident
Debris Removal	£25,000 any one Accident
Repair Costs Investigation	£25,000 any one Accident

Principal Exclusions

- Loss or damage caused by or resulting from a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
- loss or damage to data or Media of any kind caused by
 - a) programming error or programming limitation
 - b) computer virus
 - c) introduction of malicious code
 - d) loss of data (other than as specifically provided for under Extension 2A Reinstatement of Data)
 - e) loss of access
 - f) loss of use
 - g) loss of functionality
- loss or damage caused by
 - a) depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions
 - b) any condition which can be corrected by resetting, calibrating, realigning, tightening, adjusting or cleaning or by the performance of maintenance

but if loss or damage from an Accident results the Insurer will be liable for that resulting loss or damage
- loss or damage recoverable under any maintenance agreement or any warranty or guarantee
- the Excess as stated in the Schedule in respect of each and every loss

EMPLOYERS' LIABILITY SECTION

Cover

This Employers' Liability Section covers the Insured against all sums which the Insured becomes legally liable to pay as damages and claimants costs and expenses in respect of Bodily Injury sustained by a director or any of the Insureds' Employees arising out of and in the course of employment by the Insured within the Territorial Limits and resulting directly from the Business during the Period of Insurance

The maximum Limit of Indemnity is £10,000,000 in respect of any one occurrence or all occurrences of a series consequent on, or attributable to one original cause or source other than arising out of a Terrorist Act

In respect to a Terrorist Act the maximum Limit of Indemnity is £5,000,000 in respect of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source

Principal Extensions

Limits

Health and Safety at Work – Legal Defence Costs	As above
Unsatisfied Court Judgments	As above
Indemnity to Other Parties	As above
Injury to Working Partners	As above
Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs	£1,000,000
Compensation for Court Attendance	£500 per day for you or any of your partners or directors £250 per day for any of your Employees

Principal Exclusions

- Bodily Injury involving motor vehicles in circumstances where any road traffic legislation requires insurance or security
- Liability caused by or arising from any Service Offshore

PUBLIC & PRODUCTS LIABILITY SECTION

Cover

This Public & Products Liability Section covers the Insured against their legal liability to pay as damages and claimants costs and expenses for accidental Bodily Injury to third parties and accidental Damage to their property occurring within the Territorial Limits in connection with the Business during the Period of Insurance

The Insured may select either £1 Million, £2 Million, £5 Million or £10 Million Limit of Indemnity subject to any restrictions as shown in the Policy wording

The maximum liability of the Insurer in respect of all indemnity payable under this Section and Extensions to this Section in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source will not exceed the Limit of Indemnity stated in Schedule

Principal Extensions

Limits

Contingent Motor Liability Cross Liabilities Overseas Personal Liability Personal Data Compensation for Court Attendance Defective Premises Act 1972 Contractual Liability Indemnity to Principal Leased, Hired or Rented Premises Indemnity to Other Parties Health and Safety at Work – Legal Defence Costs Consumer Protection and Food Safety Acts – Legal Defence Costs Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs Member to Member Liability	£500 per day for you or any of your partners or directors £250 per day for any of your Employees
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Principal Exclusions

- liability for Bodily Injury to any Employee where such Injury arises out of and in the course of employment by the Insured in the Business
- loss of or damage to Property in the Insureds' custody or control or owned by the Insured
- loss of or damage to Property being worked on by the Insured or on the Insureds' behalf
- liability caused by or arising from any Services Offshore
- fines, penalties or liquidated damages, punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages
- all Pollution or Contamination in North America
- Pollution or Contamination unless directly caused by a sudden, identifiable, unintended and unexpected occurrence which takes place in its entirety at a specific moment in time and place during the Period of Insurance
- liability arising out of the ownership, possession or use by you or on your behalf of any motor vehicles, trailer or mobile plant where compulsory insurance or security is required by Road Traffic Legislation
- liability arising out of the ownership, possession or use by you or on your behalf of any type of aircraft or spacecraft, watercraft or hovercraft exceeding 8 metres in length that is ordinarily capable of movement by mechanical power under your control
- damage to Products and Services
- liability arising out of any Products exported with your knowledge to or Services provided to North America
- liability arising from any breach of professional duty
- liability arising from any work Airside
- the costs or expenses incurred in recalling or withdrawing Products from sale or use
- liability assumed under contract or agreement which would not have arisen in the absence of such contract or agreement (unless otherwise insured)
- liability arising out of the inhalation or ingestion of asbestos, exposure to or fear of the consequences of exposure to asbestos, the presence of asbestos in any property or on land or the investigating managing removing controlling or remediation of asbestos
- any liability of whatsoever nature arising out of mould or toxic mould
- liability arising in connection with work on or in hazardous locations
- liability arising from products exported directly or indirectly to the United States of America or Canada
- liability arising from Services in the United States of America or Canada
- defamation and discrimination
- any liability arising from any deliberate act or clean-up costs where you deviate from any regulatory notice order or protection ruling
- liability caused by or arising from electronic data
- liability caused by or arising from employment disputes
- liability arising from passing off or infringement of intellectual property
- liability caused by or arising from overseas establishments
- liability caused by or arising from radioactive contamination
- liability in respect to rectifying defective or unsuitable Products and Services
- liability caused by or arising from war risks
- the Excess as stated in the Schedule

MONEY SECTION

Cover

This Section of the Policy covers

- loss of Money belonging to your Business at the Premises, In transit, on contract sites, at private homes of key staff and at any bank night safe
- bodily injury to you and your Employees as a result of assault or attempted assault whilst carrying Money belonging to the Business

Principal Extensions / Standard limits

Limits

Money

Safes or strongrooms
Bags or containers
Clothing or personal effects
Damage to Premises

£5,000 any one loss
Value at the time of Damage
£1,000 per person
£5,000 any one loss

Personal Accident (Assault)

- £25,000
£25,000
£25,000
£100
£50
- 1**
- a) Death
 - b) Loss of Limb(s) or Loss of Sight
 - c) Permanent Total Disablement
 - d) Temporary Total Disablement – per week
 - e) Temporary Partial Disablement – per week
- 2** The cost of professional counselling
- a) per hour
 - b) any one Insured Person
 - c) in total

£25,000
£25,000
£25,000
£100
£50

£50
£1,000
£5,000

Principal Exclusions

- Money – loss
 - a) arising from the dishonesty of any of your partners, directors or Employees not discovered within 15 working days of such loss
 - b) from or Damage to any machine which uses coins notes or tokens
 - c) due to theft from any unattended vehicle
 - d) due to error or omission
 - e) to a specified safe or strongroom unless the key or keys to the specified safe or strongrooms are removed from the Premises
 - f) consequential loss of any kind or description
- Personal Accident (Assault) – death or disablement
 - a) occurring outside the Territorial Limits
 - b) attributable to or accelerated by pregnancy or pre-existing physical or mental defect or infirmity

GOODS IN TRANSIT SECTION

Cover

This Section of the Policy covers Damage to Stock or General Contents that occurs during the Period of Insurance whilst in Transit within the Territorial Limits by

- a) any vehicle operated by the Insured
- b) any vehicle operated by hauliers or by rail, post, courier service or by any other conveyance specified in the Schedule

up to the Sum(s) Insured specified for each method of Transit as stated in the Schedule

Principal Extensions / Standard limits

Limits

Additional Expenses	£1,000 any one loss
Employees' Effects	£500 any one loss
Sheets and Ropes	£1,000 any one loss

Principal Exclusions

- Damage to
 - a) livestock or explosives
 - b) Money, documents, manuscripts, computer system records or business books
 - c) precious metals, bullion, precious stones, jewellery, watches, furs, curiosities, works of art or rare books
- Damage caused by
 - a) defective or inadequate packaging or insufficient labelling
 - b) wear and tear, latent defect, inherent vice, insects, vermin, climatic conditions, damp, mildew or rust
 - c) loss in weight, evaporation, taint, leakage or spillage, pollution or contamination, deterioration, electrical or mechanical breakdown or derangement
- delay, loss of market or direct or indirect consequential loss of any kind
- disappearance, shortage or unexplained or inventory shortage
- Damage to or caused by Dangerous Goods
- Damage to Stock or General Contents despatched on Free On Board terms
- Damage occurring outside the Territorial Limits
- the Excess as stated in the Schedule in respect of each and every loss

SPECIFIED ALL RISKS SECTION

Cover

The Specified All Risks Section covers loss or Damage to specified business equipment

Principal Extensions

Cover can be extended to anywhere in the world

Principal Exclusions

- Damage caused by
 - a) wear and tear, inherent defect, insects, vermin, rust or any other gradually operating cause
 - b) any process of cleaning, dyeing, repairing or restoring
 - c) overwinding or mechanical or electrical breakdown or failure
 - d) gradual deterioration or market depreciation
 - e) use contrary to manufacturers instructions
- loss from any unattended vehicle
- the Excess as stated in the Schedule in respect of each and every loss

LEGAL EXPENSES SECTION

Cover

The Legal Expenses Section provides cover for your legal costs and expenses for the following

- Employment Disputes, Compensation Awards and Restrictive Covenants – defending your legal rights in staffing matters
- Tax Protection – representation for tax investigations and compliance disputes
- Property – pursuing damage, nuisance or trespass claims
- Legal Defence – cover in the case of health and safety breaches and criminal investigations/prosecutions including motor-related prosecutions
- Compliance and Regulation – defending compliance for statutory notices and regulation issues
- Statutory Licence Appeals – an appeal against a decision to alter, suspend, revoke or refuse to renew a statutory licence or registration
- Loss of Earnings – arising from an Employee's absence from work to attend court or whilst on jury service
- Employees' Extra Protection – defending individual Employees against allegations of unlawful discrimination
- Crisis Communication – damage control and reputation management if you face negative PR
- Contract and Debt Recovery – pursuing or defending your rights in disputes over the purchase or supply of goods and services or for debt recovery actions
- Legal/Tax Advice and Counselling Helplines

The Limit of Indemnity is £100,000 in respect of any one loss and £1,000,000 in the aggregate for Employment Compensation Awards during any one Period of Insurance

Principal Exclusions

- Legal costs and expenses before acceptance of the claim by ARAG plc
- events happening before or existing at the start of this Section
- allegations against you involving assault, violence, indecent or obscene materials, dishonesty, malicious falsehood or defamation (except in relation to crisis communication), the manufacture, dealing in or use of alcohol, illegal drugs, illegal immigration or money laundering offences
- defending a claim in respect of damages for Injury or loss or Damage to your property
- patents, copyright, passing-off trade or service marks, registered designs and confidential information
- disputes with any subsidiary, parent, associated or sister company or between shareholders or partners
- franchise or agency agreements
- judicial reviews
- the payment of fines, penalties or compensation awarded against you (except employment or Data Protection compensation awards) or costs awarded against you by a court of criminal jurisdiction

TERRORISM SECTION

Cover

The Terrorism Section extends cover provided under the Property All Risks and Business Interruption Sections to include Damage occasioned by or happening through or in consequence of Terrorism

Principal Exclusions

- War Risks
- Electronic Risks

GENERAL EXCLUSIONS

- War
- Radioactive Contamination
- Aircraft or Aerial Devices
- Punitive Damages
- Pollution or Contamination
- Change in Water Table Level
- Consequential Loss or Damage
- Electronic Risks
- Date Recognition
- Terrorism and Northern Ireland