



Contractors Commercial Combined

Policy Summary

CONTRACTORS COMMERCIAL COMBINED INSURANCE POLICY SUMMARY

This document is a policy summary and does not contain the full terms and conditions of the insurance contract. The full terms and conditions may be found in the policy document, a copy of which is available on request.

INSURER	Sections A to M inclusive - 100% Convex Insurance UK Limited a company registered in England and Wales (Company No: 11796392). Section N - 100% AmTrust Europe Limited, 2 Minster Court, Mincing Lane, London, EC3R 7BB.
POLICY NUMBER	As stated in the policy schedule.
PERIOD OF INSURANCE	As stated in the policy schedule.

COVERS AVAILABLE

Section A - Specified perils.

Physical loss or damage to the property specified in the schedule happening during the period of insurance.

The following perils are available:

fire, lightning, explosion, aircraft, riot, civil commotion, strikers, locked-out workers, malicious persons, earthquake, subterranean fire, spontaneous fermentation, heating or combustion, breakage or collapse of radio and television aerials, aerial fittings and masts, escape of fuel oil, impact, storm, flood, escape of water from water tanks, apparatus or pipes, accidental escape of water from automatic sprinkler installation(s), subsidence, ground heave or landslip, theft or attempted theft, accidental damage.

The sums insured are shown in the policy schedule.

Section B - Glass.

Damage to fixed glass in windows, doors, fanlights, partitions, showcases, shelves and fixed mirrored glass happening during the period of insurance.

The sum insured are shown in the policy schedule.

Section C - All risks.

Physical loss or damage to the property specified in the schedule by any cause not specifically excluded happening during the period of insurance.

The sum insured are shown in the policy schedule.

Section D - Business Interruption.

Loss arising from interruption of the business following damage to buildings or other property happening during the period of insurance.

Cover can be on a gross profit or gross revenue or gross rent receivable or additional cost of working basis.

The sums insured are shown in the policy schedule.

Section E - Book Debts.

The debit balances owing to you that you are unable to recover following loss of your business books or records by any accidental cause or theft (involving forcible or violent entry to or exit from the premises) happening during the period of insurance.

The sums insured are shown in the policy schedule.

Section F - Money.

Loss of money being your property or for which you are responsible from any cause not specifically excluded. Cover extends to include:

- damage by thieves to cash registers safes, strongrooms, franking machines or bags cases or waistcoats used for the carriage of money.
- Damage to your clothing or personal effects or those of a principal or employee which arises from attack by any person in the course of theft or attempted theft of money insured subject to a limit of indemnity of £250 per person the sums insured are shown in the policy schedule.
- Compensation as specified in the schedule for injury sustained by you or your directors or employees arising directly from assault for the purposes of theft or attempted theft of money happening during the period of insurance.

Section G - Goods in Transit.

Physical loss or damage to your property from any cause except as specifically excluded:

- while being loaded on to carried by or unloaded from, or, temporarily housed in the course of transit upon any specified vehicle owned and/or operated by you
- in the course of transit by rail carrier, road carrier or post carrier from your premises as specified in the schedule to this section to any destination

within the territorial limits happening during the period of insurance.

The sums insured are shown in the policy schedule.

Section H - Loss of Licence.

Loss arising from the licence granted in respect of the premises being:

- totally and permanently forfeited or revoked under the provisions of the appropriate legislation governing such licences or
 - being refused renewal after due application for such renewal to the appropriate authority
- happening during the period of insurance.

The limit of indemnity is shown in the policy schedule.

Section I - Deterioration of Stock.

Loss or damage to refrigerated stock as a result of:

- change in temperature resulting from breakdown of the equipment or accidental failure of the public electricity supply.
 - accidental leakage of refrigerant or refrigerant fumes.
- happening during the period of insurance.

The limit of indemnity is shown in the policy schedule.

Section J - Employers' Liability.

Your legal liability to pay damages and claimant's costs, fees and expenses for injury to an employee arising in the course of their employment by you and happening during the period of insurance.

The limit of indemnity is shown in the policy schedule.

Section K - Public Liability.

Your legal liability to pay damages and claimant's costs, fees and expenses for accidental injury to a third party or accidental damage to property belonging to a third party arising in the course of your business and happening during the period of insurance.

The limit of indemnity is shown in the policy schedule.

Section L - Products Liability.

Your legal liability to pay damages and claimant's costs, fees and expenses for accidental injury to a third party or accidental damage to property belonging to a third party arising out of your products and happening during the period of insurance.

The limit of indemnity is shown in the policy schedule.

Section M - Contractors All Risks.

Physical loss or damage to Contract Works, Temporary Buildings and Site Accommodation, Plant, Tools, Equipment and Employees Tools, Clothing and Personal Effects happening during the period of insurance.

The sums insured are shown in the policy schedule.

Section N - Legal Expenses.

Following an insured event we will pay legal costs & expenses including the cost of appeals up to the limit of indemnity and aggregate limit for all claims related by time or originating cause.

The limits of indemnity are shown in the policy schedule.

EXTENSIONS

Glass

Cover extends to include damage to external name signs.

Business Interruption

Cover extends to include damage at other premises and restriction of access.

Book Debts

Cover extends to include loss arising from damage to business books or records occurring while at the premises of persons acting for you or while in transit to or from such premises.

Goods in Transit

Cover extends to include damage to sheets tarpaulins and the like belonging to you happening during the course of a transit and the personal property of the driver and/or mate whilst carried in the vehicle in the course of a transit.

Employers' Liability

Cover extends to include unsatisfied court judgements.

Public Liability

Cover extends to include overseas personal liability.

Employers', Public and Products Liability

Cover extends to include defence costs and expenses.

Cover extends to include manslaughter and culpable homicide.

Contractors All Risks

Extension 5 Employees' Effects

Extension 13 Speculative Housing.

Extension 9 Manslaughter and Culpable Homicide.

Legal Expenses.

Helplines are available for problems relating to legal and tax advice, redundancy approval, crisis communication and counselling assistance.

SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS

Fire and additional covers

Stock stored in basements or on the ground floor is to be kept 15cm above floor level.

Book Debts

The debit balances are to be recorded each month and stored away from the business premises .

Money

A daily record is to be kept of the amount of money in any safe or strongroom and the number of franking machine units used.

Excluding infidelity (unless discovered within 7 days of occurrence), transits by unregistered post and losses from coin operated machines.

Goods in Transit

Excluding damage to explosives or goods of a dangerous nature and excluding theft from your vehicles while unattended during working hours unless all keys are removed and all security devices are in operation.

Loss of Licence

Excluding any loss for which you are entitled to compensation under the provisions of any act of parliament, or loss arising from compulsory purchase of your premises.

Deterioration of Stock

You are to ensure the refrigeration equipment is under a current manufacturers guarantee or is under a maintenance agreement with a competent refrigeration engineer.

Excluding any loss arising from fire, lightning or explosion or due to faulty packing or stowing.

Employers' Liability

The maximum limit in respect of asbestos or terrorism claims will not exceed £5,000,000.

Excluding offshore work.

Public liability

Excluding contractual liability and damage to property belonging to you or in your care, custody or control.

Products Liability

Excluding Contractual Liability.

Contractors All Risks

The maximum limit for show houses is £250,000 and contents with a value of £50,000.

Exclusion 9(a) The maximum Contract Period (excluding maintenance period) is 24 months.

CANCELLATION

In the first year of this insurance you may cancel this insurance within 14 days of receiving the contract documentation or from the day of the conclusion of the contract, whichever day is the later, and receive a full refund of the premium paid providing there have been no claims either paid reported or outstanding. You may cancel the insurance at any time after this 14 day period but we reserve the right not to allow a return of premium.

To exercise your right to cancel please contact the insurance broker or intermediary who arranged this cover for you.

CLAIMS PROCEDURE

All claims under this insurance are to be notified to us using one of the following methods and quoting the policy number:

Sections A to M inclusive:

Write to: Broadspire, Silbury Boulevard, Milton Keynes, MK9 2AH.

Telephone: 01908 302011

E-mail: convexclaims@broadspiretpa.co.uk

You must not admit liability or offer or agree to settle any claim without our written permission.

Section N:

Claims are to be notified to ARAG using one of the following methods:

Download a claim form from: www.arag.co.uk/newclaims

Telephone: 0117 917 1698 between 9am and 5pm Monday to Friday (except Bank Holidays).

1. If you need to make a claim or you are considering carrying out a redundancy you must notify ARAG as soon as possible.
2. Under no circumstances should you instruct your own solicitor or accountant as we will not pay any costs incurred without ARAG's agreement.
3. Your completed claim form and supporting documentation can be submitted to ARAG by email, post or fax. Further details are set out in the claim form itself. ARAG will send you a written acknowledgment by the end of the next working day after the claim is received.
4. Within five working days of receiving all the information needed to assess the availability of cover under section N, ARAG will write to you either:
 - (a) confirming cover under the terms of your insurance and advising you of the next steps to progress your claim; or
 - (b) if the claim is not covered, explaining in full the reason why and advising whether ARAG can assist in another way.
5. When a representative is appointed they will try to resolve your dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

COMPLAINTS PROCEDURE

Sections A to M inclusive:

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

In the first instance please contact your insurance broker or intermediary who arranged this insurance for you or contact the Coverholder for Sections A to M inclusive using the details specified in the Schedule.

If your complaint is not resolved to your satisfaction please contact MGAM Limited by email: complaints@mgamutual.com

Details of any internal complaint-handling procedures are available on request.

If you remain dissatisfied after MGAM have considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS) using the details shown below.

Section N:

Acting on behalf of Am Trust Europe Limited, ARAG are committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to ARAG's Customer Relations Department who will arrange to have it reviewed at the appropriate level. They can be reached in the following ways:

Telephone: 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).

E-mail: customerrelations@arag.co.uk

Write to: ARAG plc, Whiteladies Road, Clifton, Bristol, BS8 1NN.

If they are not able to resolve the complaint to your satisfaction, then you can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. From 1st April 2019 the FOS will normally deal with complaints from small businesses with an annual turnover of less than £6.5 million and which either; have up to 50 employees, or a balance sheet threshold of £5 million. They can be contacted using the details shown below.

FINANCIAL OMBUDSMAN SERVICE

Contact details for the FOS are:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone: 0800 023 4567 (calls to this number are free from “fixed lines” in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).
Email: complaint.info@financial-ombudsman.org.uk.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk

The FOS’s decision is binding upon us, but you are free to reject it without affecting your legal rights.

Accepting an award made by the FOS may affect your rights to subsequently take legal action.

COMPENSATION SCHEME

We contribute to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if we are unable to meet our liabilities. For compulsory insurance you may be entitled to compensation up to 100% of the claim. For non-compulsory types of insurance you may be entitled to compensation of up to 90% of the claim.

Further information about compensation scheme arrangements is available from the FSCS:

Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU
Telephone: 0207 741 4100 or 0800 678 1100

or you can visit their website at www.fscs.org.uk