

COMMERCIAL COMBINED
POLICY SUMMARY
KEY FACTS

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COMMERCIAL COMBINED POLICY SUMMARY

Commercial Combined is a product designed for Small to Medium sized enterprises business competitive and essential cover for manufacturing, wholesale, retail, leisure, service sectors including Offices.

This Policy Summary provides a summary of the significant benefits, features and limitations of the cover.

The full terms, conditions and exclusions are shown in the policy document so please take time to read the policy document to make sure you understand the cover it provides.

Your cover is valid for 12 months and is renewable annually.

Registration and Regulatory Information

The insurance cover for sections 1-11 is provided by Elite Insurance Company Ltd.

Elite Insurance Company Ltd is registered in Gibraltar, number 91111, and is licensed and regulated by the Gibraltar Financial Services Commission under the Insurance Companies Act 1987 of Gibraltar and is a member of the UK's Financial Services Compensation Scheme, Financial Ombudsman Service and the Association of British Insurers (ABI). Elite Insurance Company Limited is authorised by the Financial Services Commission in Gibraltar and the Prudential Regulation Authority and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of its authorisation and regulation by the Prudential Regulation Authority and regulation by the Financial Conduct Authority are available from Elite Insurance Company Limited on request.

The Insurance cover for section 12 Essential Business Legal is issued in the United Kingdom by ARAG plc, and underwritten by Brit Syndicate 2987 at Lloyds.

ARAG plc is registered in England and Wales No. 02855818. Registered office at 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.

Brit Syndicate 2987 at Lloyd's is managed by Brit Syndicates Ltd which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 204930.

ARAG plc is authorized and regulated by the Financial Conduct Authority. Its firm reference number is 452369.

The insurance cover under Section 13 – Computer & Electronics is underwritten by Royal & Sun Alliance plc.

Royal & Sun Alliance Insurance plc registered in England & Wales No. 00093792 at St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The insurance cover under Section 14 – Commercial Excess Protect is underwritten by Focus Insurance Company Ltd.

Focus Insurance Company Limited, PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar (registered no. 96218) is authorised by the Financial Services Commission in Gibraltar and the Prudential Regulation Authority and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of its authorisation and regulation by the Prudential Regulation Authority and regulation by the Financial Conduct Authority are available from Focus Insurance Company Limited on request.

SIGNIFICANT FEATURES AND BENEFITS OF THE POLICY

Section 1: Material Damage

(Including Glass and Sanitaryware)

Your Premises and Contents (including Stock) can be

Accidental Loss or Damage insured against loss or damage caused by:

- o Escape of Water
- o Falling Aerials, fittings or masts, trees or branches
- o Fire, Lightning, Aircraft, Explosion, Earthquake
- o Impact
- o Leakage of Oil
- o Riot and Malicious Damage
- o Sprinkler Leakage
- o Storm and Flood
- o Theft or attempted Theft involving forcible entry or exit In addition to the above the section includes:
- o Automatic reinstatement of sum insured following a loss
- o Capital Additions clause
- o Damage to frames following breakage of glass – £500 any one occurrence
- o Damage to underground pipes and cables
- o Fire Brigade Damage to Grounds – £10,000
- o Fire Extinguishment expenses – £5,000
- o Lock replacement – £1,000
- o Loss of metered water or oil up to £10,000
- o Professional Fees
- o Temporary removal for cleaning, renovation or repair – £50,000
- o The cost of any necessary boarding up pending replacement of glass
- o Theft damage to premises
- o Trace and Access – £10,000
- o Waiver of Subrogation rights
- o 115% Day one reinstatement included as standard

Section 2: Business Interruption

Cover can be provided for the reduction of trading profit, loss of revenue, increased cost of working or outstanding debit balances following damage to your contents and/or buildings from an insured Peril as defined in Section 1.

In addition to the above the section automatically includes losses resulting from

- o Damage at Contract Sites
- o Damage at Storage Sites
- o Damage at unspecified Customers premises
- o Damage at unspecified Suppliers premises
- o Denial of Access
- o Failure of Public Utilities
- o Food and Drink Poisoning
- o Notifiable disease, Vermin, Pests, Defective Sanitation, Murder or Suicide
- o Property in Transit
- o Syndicate wins on the National Lottery

For each of the above extensions, automatic cover is provided up to £25,000. However this can be increased if requested.

Upon request the following extensions of cover can be placed:

- o Damage at specified UK Suppliers
- o Damage at specified UK Customers
- o Loss of attraction
- o Bomb Hoax

Section 3: Goods in Transit

Cover can be provided in respect of damage to stock and/or business equipment whilst in transit

- o Additional reloading costs
- o Additional transferral costs incurred following overturning or collision on land or water anywhere within Great Britain, Northern Ireland, ROI, Channel Islands & the Isle of Man
- o Damage to packing materials
- o Damage to personal effects of employees whilst in transit - £500 any one loss
- o Removal of debris

Section 4: Loss of Business Money

Cover can be provided for loss of money belonging to the business or for which it is responsible whilst:

- o In transit and in your premises during business hours
- o In a bank night safe
 - E.g. in the business premises whilst closed for business
 - (a) Contained in a locked safe/strong room
 - (b) Not in a locked safe/strong room
- o In the dwelling of the Insured or an authorised Employee In addition to the above the section includes:
- o Cover for non-negotiable currency up to £250,000
- o Damage to clothing up to £500 any one person
- o Theft by Employees up to £5,000

Section 5: Personal Accident (Assault)

Cover can be provided for Injury to you or your

- o Death (following robbery or course thereof)
- o Loss of Limbs or Sight, Permanent Total Disablement
- o Temporary Partial Disablement
- o Temporary Total Disablement (up to 104 weeks)
- o Incurred Medical Expenses

Section 6: Employers' Liability

Cover can be provided for:

- o £10M any one occurrence

In addition to the above the section provides indemnity in respect of:

- o Corporate Manslaughter Defence Costs to £500,000
- o Cross Liabilities
- o Employees and Visitors' Effects
- o Indemnity to Principals

Sections 7 & 8: Public and Products Liability

- o Up to £5 million any one occurrence in respect of Public Liability
- o Up to £5 million per period of insurance for Products Liability In addition to the above the section includes:
- o Corporate Manslaughter Defence Costs to £500,000
- o Cross Liabilities
- o Employees and Visitors' Effects
- o Legal Liability incurred by the Insured under Section 13 of the Data Protection Act 1998 up to £250,000
- o Legal Liability incurred by the Insured under Section 3 of the Defective Premises Act 1972
- o Loading or unloading a motor vehicle
- o Member to Member Liability
- o Motor vehicle contingency cover
- o Wrongful Arrest

Section 9: Specified all Risks

Cover can be provided in respect of specified

- o Automatic Reinstatement following loss property within a range of Geographical limits.
- o Vending Machines

Section 10: Refrigerated Stock

Cover can be provided for loss or damage in respect of deterioration of frozen or refrigerated stock mechanical breakdown or accidental failure of electricity to freezers and or refrigerators

Section 11: Loss of Licence

Cover can be provided for depreciation in the value of the Insured's premises and the costs and expenses in connection with any appeal following the forfeiture or refusal to renew a licence

Section 12: Essential Business Legal

This part of the policy is provided by ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the insurer Brit Syndicate 2978 at Lloyds.

Cover can be provided for legal costs and expenses (and Employment Compensation Awards) up to £100,000 for claims reported during the period of insurance for the following events:

- o Employment Disputes/Employment Compensation Awards
- o Property Disputes & Tax Protection
- o Compliance and Regulation
- o Employees Extra Protection
- o Contract and Debt Recovery (optional cover)
Additional benefits:
- o Business Legal Services Website
- o Legal and Tax Advice
- o Counselling Assistance

Section 13: Computers & Electronics

This part of the policy is provided by Royal & Sun Alliance plc. Cover can be provided for loss or damage to computers and electronic equipment

- o Computers, Associated Equipment & Systems Records
- o All Risks Cover
- o Negligence Breakdown
- o Additional Expenditure – Loss of Records/ICOW
- o Full Theft Cover
- o Virus Cover
- o UK & Transit Cover
- o Hiring In/Out Equipment (Extension)

Section 14: Commercial Excess Protect

- o Covers up to the limit shown in policy schedule for any 1 claim up to max of 1 claim in any 1 period of insurance in respect of the cost of any excess app following a claim where the cost of the damage exceeds the excess value in the primary insurance policy
- o Covers the policyholder

SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS TO THE POLICY

Section 1: Material Damage

- Theft not involving forcible and violent entry or exit from the premises
- Theft from outbuildings
- Damage to fences or gates caused by storm or flood
- Damage caused by mechanical or electrical breakdown
- Damage to Business Files resulting from erasure or distortion of information of computer systems or other records
- Damage resulting from dishonesty by the Insured or an Employee
- Damage to properties in the course of erection or construction
- Subsidence, ground heave or landslip (unless specifically extended)
- Acts of Terrorism (unless specifically extended)
- Damage to fixed Glass or sanitary ware in vacant or unoccupied portions of the premises
- Damage to Glass caused by scratching or chipping
- Damage to Glass or sanitary ware forming part of the insured's stock
- Damage caused by defects in frames, framework or other fitting
- Damage to sanitary ware except where such breakage renders it unserviceable

Section 2: Business Interruption

- Subsidence ground heave or landslip (unless specifically extended)
- Acts of Terrorism (unless specifically extended)
- Damage resulting from erasure or distortion of information of computer systems or other records

Section 3: Goods in Transit

- Damage following breach of the Security Condition
- Damage caused by inadequate packing
- Damage caused by spillage, leakage, evaporation, loss of weight or shrinkage General Exclusions, General Conditions
- Damage caused to property carried by the Insured for "Hire or Reward"
- Damage attributable to depreciation, loss of market or any other indirect loss
- Damage caused by Storm or Flood in respect of property on soft or open topped or sided vehicles

Section 4: Loss of Business Money

- Loss from gaming or amusement machines

See:

- Loss from any cash dispensing machine
- Losses occurring outside United Kingdom or the Republic of Ireland

Section 5: Personal Accident (Assault)

- Losses attributable or accelerated by pregnancy or any pre-existing defect

Section 6: Employers' Liability

- Damage or Injury arising from offshore Work

See:

- Injury (other than to the driver) resulting from being in or on any of Section 6: Employers' Liability your vehicles whilst on the road under the terms of Part VI of the Road Traffic Act 1988

Sections 7 & 8: Public and Products Liability

- The cost of making good faulty workmanship or materials
- Injury or damage arising from design, advice, formula or specification provided for a fee

Section 8: Products Liability

- Injury or damage caused directly or indirectly from gradual pollution or contamination
- Injury or damage caused by the use, removal, disposal, sale or storage of asbestos
- Hazardous locations exclusion
- Bona Fide Sub contractors warranty

The following exceptions apply to Products Liability only:

- Injury or damage caused by products supplied for critical use in aircraft, marine craft, spacecraft, rockets or missiles
- Injury or damage caused by products knowingly supplied to the USA or Canada

Section 9: Specified all Risks

- Theft not involving forcible and violent entry or exit from the premises

See:

- Damage caused by mechanical or electrical breakdown Section 9: Specified all Risks,
- Subsidence, ground heave or landslip (unless specifically extended) General Exclusions, General Conditions
- Damage attributable to depreciation, loss of market or any other indirect loss
- Damage caused by Storm or Flood in respect of property on soft or open topped or open sided vehicles

Section 10: Refrigerated Stock

- Age of appliance condition

See:

- Damage caused by wilful neglect of the Insured or any employee Section 10: Refrigerated Stock
- The excess stated in the policy schedule General Exclusions, General Conditions

Section 11: Loss of Licence

- Any cause within the control of the Insured
- Any surrender, reduction, or redistribution of licences due to Town and Country planning improvement General Exclusions, General Conditions
- Any alteration in the law affecting the grant surrender or forfeiture of or refusal to renew the licence

Section 12: Essential Business Legal

- It must always be more likely than not that the claim will be successful
- Legal Costs, Expenses, and Compensation Awards incurred prior to the acceptance of a claim
- Any redundancy-related claim occurring within the first 180 days of the policy
- Any dispute relating to a transfer under TUPE
- Any dispute or related costs occurring prior to the conclusion of the relevant grievance/ disciplinary procedures
- Any claim for redundancy where you have not sought our prior advice
- Any award arising from trade union activities
- Money due to an employee under a contract of employment
- The first £250 of any claim relating to a formal aspect enquiry
- An investigation by the Special Civil Investigation Office or the Special Compliance Office of HM Revenue and Customs
- Any claim where you have not complied with statutory timescales

Section 13: Computers & Electronics

See Section 13 – Computers & Electronics

- Corrosion & Erosion
- Denial of Service Attacks
- Incorrect Storage
- Pre-Commissioning Damage
- Unproven Software

Section 14: Commercial Excess Protect

See Section 14 – Commercial Excess Protect

- No more than 1 claim can be made during the period of insurance
- All terms and conditions of the primary policy must be observed
- Deliberate Acts
- Any claim reported more than 14 days after settlement under main policy
- Unoccupied Property

CUSTOMER INFORMATION

How to contact us to make a claim

Should you need to make a claim, please contact the following number

Euna Underwriting Limited (c/o Woodgate & Clark)
Telephone number 01732 520720

Alternatively speak to your broker or send details to:

Euna Underwriting Limited (c/o Woodgate & Clark)
The Red House
King Street
West Malling ME19 6QT

How to cancel your policy

You may cancel the policy, by giving instruction to us at any time.

You have a right to cancel the policy during a period of 14 days from the date of purchase of the contract or the day on which you receive your policy documentation whichever is the later. If you wish to do so and the insurance cover has not yet commenced you will be entitled to a full refund of the premium paid. Alternatively if you wish to do so and the insurance cover has already commenced you will be entitled to a refund of premium with a reduction for the period you have been covered subject to a minimum premium of £25 being retained by the company to cover administration costs.

If at any other time you choose to exercise your right to cancel your policy then you will be entitled to a refund of premium and tax paid subject to a deduction for the period for which you received cover, we will also deduct a further administration charge of £25.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance no refund will be given for the unexpired period of insurance.

To exercise your right to cancel, please contact your broker/intermediary.

How to make a complaint

If you have a complaint, please contact us on 020 32171151 or write to us at the address below, quoting your policy number or claim reference if appropriate.

Euna Underwriting Limited
America House
2 America Square
London EC3N 2LU

If you should remain dissatisfied, once we have had the opportunity to resolve your complaint, you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS).

For further details they can be contacted at
Exchange Tower
London E14 9SR

www.financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

Euna Underwriting Limited, Elite Insurance Company Limited, ARAG plc, Royal & Sun Alliance plc, Brit Syndicates Limited & Focus Insurance Company Ltd are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to receive compensation from the scheme if any of the entities listed cannot meet their respective obligations.

Further information is available from the Financial Services Compensation Scheme

10th Floor
Beaufort House, 15 St Botolph Street
London EC3A 7QU

www.fscs.org.uk



Contact Us

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Euna Underwriting Limited is an appointed
representative of ES Risks Limited which is
authorised and regulated by the Financial Conduct
Authority.

The Financial Conduct Authority Firm Reference
Number for Euna Underwriting Limited is 655006
and for ES Risks Limited is 565023.