



POLICY SUMMARY

## Commercial Combined

This is a summary of your policy, giving important information about the cover provided so you can check that it is right for you

# Arista Commercial Combined Policy Summary

## Policy Summary

This is a summary of the cover provided by your policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you make a fair presentation of the risk to us and read the policy document carefully when you receive it.

## Insurance Provider

This insurance is provided by Geo Underwriting Services Limited and the covers are underwritten by Ageas Insurance Limited and certain underwriters at Lloyd's and other insurers for all covers other than for:

1. the Business Protection - Essential Business Legal Expenses Section which is issued by ARAG plc acting on behalf of Brit Syndicate 2987 at Lloyd's
2. the Equipment Breakdown Section which is underwritten by HSB Engineering Insurance Limited.

## Key Covers, Features and Exceptions

Your policy includes the following key covers, features and exceptions, which are detailed in your policy documentation.

## Type of Insurance

This policy provides a comprehensive range of covers with the flexibility to select from a range of covers aimed at general industry to meet your needs.

## Policy Term

The duration of the policy is 12 months from cover inception date, or as detailed in your policy schedule.

# Commercial Combined Policy

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## Property Damage Section

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### Cover, Features and Benefits

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Covers damage to material property belonging to the business caused by one of the following optional contingencies

- Fire
- Lightning
- Explosion
- Aircraft
- Earthquake
- Riot, Civil Commotion
- Malicious Damage
- Theft
- Storm Tempest and Falling Trees
- Flood
- Escape of Water
- Impact
- Sprinkler Leakage
- Accidental Damage
- Subsidence, Ground Heave and Landslip

#### Cover Extensions

- Architects, surveyors and other professional fees
- Automatic sum insured reinstatement (subject to additional premium payment)
- Day one reinstatement basis available
- Debris removal and machinery re-erection costs
- Stock declaration available
- Index linking provided as standard
- Fire brigade damage up to £10,000
- Fire extinguishing expenses
- Theft damage to buildings
- Internal and external fixed glass if buildings insured (otherwise see separate section)

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### Significant Exceptions and Limitations - Please refer to your Policy document

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- Wear and tear, corrosion, gradual deterioration, faulty or defective design and materials
- Mechanical and electrical breakdown or derangement
- Faulty or defective workmanship, operational error or omission by you or your employees
- Pollution or contamination
- Damage due to escape of water from tanks and pipes, malicious persons (other than fire or explosion) in respect of vacant or disused buildings
- Theft or attempted theft other than as a result of forcible and violent entry or exit
- Theft involving dishonest or fraudulent action by your employees or persons lawfully on the premises
- Unexplained disappearance, shortage or misplacing of information

- Consequential loss or damage
  - Damage by fire involving the application of heat
  - Minimum standards of security apply
  - The first part of any claim where an excess applies as detailed in the schedule
  - Subsidence caused by new structures bedding down or newly made up ground settling
  - Property in transit (see separate section)
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## **Business Interruption section**

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### **Cover, Features and Benefits**

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Interruption to your business following an insured loss under the Property Damage section which results in reduced income and increased running costs

Optional covers

- Prevention of access
  - Interruption to your business as a result of damage at your suppliers –
  - Damage to land based property at your electricity, telecommunications, water or gas supplier which interrupts your supply
  - Failure of public utilities (electricity, water or gas) lasting more than 4 hours or telecommunications lasting longer than 24 hours
  - Interruption to Your business following Damage to Your Property Stored
  - Interruption to Your business following Damage to Your Patterns
  - Interruption to Your business following Damage to Your property whilst in transit
  - Interruption to Your business following Damage to Your Motor Vehicles
  - Interruption to Your business following Damage any site where you are carrying out a contract
  - Interruption to Your business following Damage to any situation within the territorial limits where You are exhibiting
  - Declaration Linked to profit or revenue basis (133 1/3rd uplift)
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### **Significant Exceptions and Limitations** - Please refer to your Policy document

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- Losses excluded under the Property Damage Section
  - In respect of Book Debts
    - Erasure or distortion of information on computer systems or records
    - Deliberate falsification of business records
    - Keep a copy of your outstanding debit balances in a fire resistant safe or away from the premises
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## Glass Section

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### Cover, Features and Benefits

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Provides cover for the breakage of

- plain plate and sheet glass in windows and doors
- glass in furniture displays, show cases, counters or shelves
- fixed sanitary ware

Subject to a maximum limit of £5,000 unless otherwise agreed

Cover includes

- Reasonable costs in boarding up damaged glass
- Damage to lettering and ornamental work on glass up to a limit of £2,500
- Damage to goods displayed up to a limit of £1,000

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### Significant Exceptions and Limitations - Please refer to your Policy document

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- Breakage of glass in light fittings, stock, vehicles, vending machines or signs
  - The first part of any claim - your excess
  - Breakage while premises are vacant or disused
  - Breakage caused by fire, lightning, explosion or storm
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## Money and Personal Accident Assault Section

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### Cover, Features and Benefits

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- Loss of money belonging to your business on your premises, in transit, on contract sites, at private homes of key staff and at any bank night safe
- Bodily injury to you or your employees as a result of assault or attempted assault whilst carrying money belonging to the business
- Loss destruction or damage to cases, bags, containers, belts or waistcoats up to £1000
- Loss destruction or damage to clothing and personal effects up to £500
- Loss destruction or damage to safes and strong rooms up to £10,000

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### Significant Exceptions and Limitations - Please refer to your Policy document

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- Accompaniment condition
  - Loss due to the fraud or dishonesty of your employees unless discovered within 7 days
  - Shortages due to errors or omissions
  - Losses from unattended vehicles, gaming machines, vending machines or automated teller machines
  - Loss arising outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
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## Goods in Transit Section

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### Cover, Features and Benefits

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Cover for your general merchandise whilst in transit over land or water anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

Cover includes

- Property on approval with customers at their premises anywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man subject to a limit of £10,000
- Cover for employees personal belongings up to £500
- Losses to sheets, ropes, tarpaulins and packing materials
- Tools subject to a limit of £500

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### Significant Exceptions and Limitations - Please refer to your policy document

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- Losses due to defective or inadequate packing, insulation or labelling
- Theft or attempted theft of goods from unattended vehicles unless certain guidelines are met
- Losses due to delay, disappearance or inventory shortage
- The first part of any claim - your excess

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## Legal Liabilities Section

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### Employers' Liability sub-section

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#### Cover, Features and Benefits

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Protection against your legal liabilities to pay compensation in respect of injury sustained by your employees in the course of the business up to a limit of £10,000,000 including costs and expenses

Cover includes:

- Injury to Working Partners
- Indemnity to Principal
- Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1million)
- Legal costs and expenses in defending prosecutions under all relevant health and safety legislation up to Your limit of Indemnity
- Trainees and personnel undergoing work experience
- Unsatisfied court judgments in favour of employees injured in your employment by third parties
- Compensation for court attendance as a witness in connection with any claim under this section
- Worldwide cover (other than USA and Canada) for non-manual employees normally resident in the UK who are temporarily working overseas

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**Significant Exceptions and Limitations** - Please refer to your Policy document

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- Cover for acts of terrorism is limited to £5,000,000 any one event
  - Work in or on or travel to or from any offshore installation
  - Injury to an employee for which compulsory motor insurance is required under Road Traffic Acts legislation
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**Public Liability sub-section**

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**Cover, Features and Benefits**

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Protection against your legal liability for injury to third parties and damage to their property including nuisance, trespass, obstruction or interference up to the limit stated in the schedule including costs and expenses

Cover extends to include:

- Contingent motor third party liability arising out of the use of vehicles not owned by you within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
  - Legal costs and expenses in defending prosecutions under all relevant health and safety legislation up to Your limit of Indemnity
  - Defective Premises Act liability
  - Indemnity to Principals
  - Data Protection Legislation up to £250,000
  - Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1million)
  - Personal liability of employees, directors or partners whilst they are overseas on your business
  - Employees' and visitors' personal belongings
  - Compensation for court attendance as a witness in connection with any claim under this section
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**Significant Exceptions and Limitations** - Please refer to your policy document

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- Loss or damage to property in your custody or control or to products supplied
  - Pollution unless caused by a sudden and identifiable incident
  - Territorial Limits exclude USA and Canada unless specifically agreed
  - Work in or on or travel to or from any offshore installation
  - Cover for any design, formula and advice provided by you for a fee or where a fee would normally be charged is excluded
  - Fines penalties or punitive damages
  - The first part of any claim - your excess
  - Exposure to, inhalation of, fears of the consequences of exposure to/inhalation of, costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating or managing any property arising out of the presence of asbestos
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## Products Liability sub-section

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### Cover, Features and Benefits

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Protection against your legal liability compensation costs and expenses following injury or damage by goods that you have sold, supplied, repaired, tested or delivered up to the limit stated in the schedule

Cover is extended to include:

- Legal costs and expenses in defending prosecutions under Consumer Protection legislation
  - Compensation for court attendance as a witness in connection with any claim under this section
  - Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1million)
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### Significant Exceptions and Limitations - Please refer to your policy document

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- Pollution unless caused by a sudden and identifiable incident
  - Territorial limits exclude USA and Canada unless specifically agreed
  - Cover for any design, formula and advice provided by you for a fee or where a fee would normally be charged is excluded
  - Liability arising out of products supplied which to your knowledge is for use in or on any aircraft or for aviation or aero spatial purposes or for the safety or navigation of marine craft of any sort
  - Fines penalties or punitive damages
  - Territorial limit for products supplied is worldwide other than those that are known to be sold, supplied, erected, repaired, altered, treated or installed by you in the USA or Canada
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## Management Liability Portfolio

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### Directors and Officers Liability incorporating Company Reimbursement Sub-Section

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Covers

- defence costs of health and safety (including corporate manslaughter), trading standards, environment or other regulatory claims
  - defence costs and awards of claims by individual shareholders (including other directors and family members with no percentage holding limitation) – see exclusion 9
  - defence costs and awards of claims arising from administration of any company pension or employee benefit scheme
  - defence costs and awards of claims arising from pollution
  - 120 months run off cover after a director retires but see provisions in clause
  - defence costs and awards of claims arising from any failed public or private offering – see exclusion 11
  - 30 days automatic cover in the event of a management buy out
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### Significant Exceptions and Limitations - Please refer to your policy document

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- Fraudulent or dishonest acts
  - Prior litigation
  - Bodily injury or property damage
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## Corporate Legal Liability Sub Section

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### Cover, Features and Benefits

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- defence costs of health and safety (including corporate manslaughter), trading standards, environment or other regulatory claims
- defence costs and awards of claims by individual shareholders (including other directors and family members with no percentage holding limitation) – but see Major Shareholders exclusion
- defence costs and awards of claims arising from administration of any company pension or employee benefit scheme
- defence costs and awards of claims arising from pollution – sub limited
- defence costs and awards of claims alleging breach of data protection legislation
- defence costs of taxation claims
- defence costs and awards of identity crime claims
- direct financial loss arising from employee dishonesty – sub limited
- defence costs and awards of claims arising from any failed public or private offering – see share offering exclusion
- 30 days automatic cover in the event of a management buy out

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### Significant Exceptions and Limitations - Please refer to your policy document

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- Fraudulent or dishonest acts
- Prior litigation
- Bodily injury or property damage
- Claims bought in the USA
- Defined benefit pension schemes
- Failure to fund pension and employee benefit schemes
- Breach of professional duty
- Contractual liability
- Takeovers and mergers
- Share offerings

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## Employment Practices Liability Sub Section

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### Cover, Features and Benefits

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Covers the company for:

- defence costs and awards of claims arising from allegations by employees including wrongful dismissal, harassment, discrimination, breach of contract and even failure to employ
  - defence costs and awards of claims by third parties for claims arising from harassment or discrimination by an employee
  - defence costs of assumed liability claims (including TUPE)
  - defence costs of pension and employee benefit claims
  - costs of legal representation at an investigation where no allegation of a wrongful act is made
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## **Significant Exceptions and Limitations** - Please refer to your policy document

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- Fraudulent or dishonest acts
  - Prior litigation
  - Claims bought in the USA
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## **Business Protection**

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As an Arista customer you have access to a range of risk management services and legal expenses insurance. As well as insurance cover Arista believe in helping customers to find practical solutions for the risks they face. That's why we are providing Business Protection with this insurance.

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## **Risk Management Services**

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### **Cover, Features and Benefits**

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Risk Management Services 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
  - E-Learning
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## **Essential Business Legal Expenses**

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### **Cover, Features and Benefits**

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Cover up to £500,000 for your legal costs and expenses for the following:

- Defence of Employment Disputes and payment of Compensation Awards
  - Representation for Tax Investigations and VAT assessments
  - Pursuit of Property disputes
  - Defence of prosecutions relating to Compliance & Regulation
  - Employees' Extra Protection defence
  - Legal/Tax Advice and Counselling Helplines
  - Business Legal Services website which provides access to a 'free to use' legal services website, providing assistance in drafting important legal documents such as employment contracts and health and safety policies
  - Crisis Communication following an event that causes significant adverse publicity or reputational damage
  - Contract disputes and debt recovery covering actions relating to the purchase, hire purchase, lease or maintenance of goods or services providing the amount in dispute exceeds £200
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## **Exceptions and Limitations** - Please refer to your Policy document

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- Legal costs and expenses or compensation awards incurred without our consent
- Any actual or alleged act omission or dispute happening before or existing at the start of this policy and which you knew or ought reasonably to have known could lead to a claim
- An allegation against you involving
  - assault violence indecent or obscene materials dishonesty malicious falsehood or defamation
  - the manufacture dealing in or use of alcohol illegal drugs illegal immigration
  - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
- Defending a claim in respect of damages for personal injury or loss or damage to property owned by you
- Patents copyright passing-off trade or service marks registered designs and confidential information
- A dispute with any subsidiary parent associated or sister company or between shareholders or partners
- Franchise or agency agreements
- A judicial review
- A dispute with us or the party who arranged this cover not dealt with under the arbitration condition in this policy
- The payment of fines penalties or compensation awarded against you or costs awarded against you by a court of criminal jurisdiction
- It must always be more likely than not that the claim will be successful
- You must notify us immediately after you become aware of circumstances that could give rise to a claim

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## **Business Machines All Risks (Specified Items) Section**

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### **Cover, Features and Benefits**

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- Cover for specified business equipment following accidental loss or damage
- Cover can be extended to anywhere in the world

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### **Significant Exceptions and Limitations** - Please refer to your policy document

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- Wear and tear, gradual deterioration, frost, faulty or defective design or materials or workmanship
  - Mechanical or electrical breakdown or derangement
  - Losses from unattended vehicles unless certain conditions are met
  - The first part of any claim - your excess
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## Engineering – Machinery Damage

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### Cover, Features and Benefits

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Covers 'sudden and unforeseen' damage to Machinery subject to a limit of liability of £100,000 unless otherwise stated

- 'sudden and unforeseen' damage includes
  - breakdown from internal defects,
  - explosion or collapse, caused by internal steam or fluid pressure
  - accidental damage by extraneous cause
- Loss avoidance costs incurred in taking exceptional measures to prevent impending loss or damage
- Repair costs investigation up to £25,000 in any one period of insurance
- Statutory Inspection of Plant and Machinery is required to be carried out by HSB Engineering Insurance Services Ltd
- Schedule of Plant required

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### Significant Exceptions and Limitations - Please refer to your policy document

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- Loss or damage to Machinery caused by fire lightning explosion (other than explosion provided by this cover) earthquake flood storm inundation escape of water aircraft or other aerial devices dropped therefrom theft or attempted theft
- Wear and tear, gradual deterioration or rust, gradually developing defects
- Intentional act or wilful omission by you
- Consequential losses

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## Engineering Inspection Section

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### Cover, Features and Benefits

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- Carried out by HSB Engineering Insurance Services Ltd
- Provides a thorough examination of plant in accordance with the requirements of such statutory regulations as apply to Plant
- A written report is produced

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### Significant Exceptions and Limitations - Please refer to your policy document

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- Inspections to take place during normal working hours
  - Covers only plant specified in the Plant Schedule
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## Loss of Licence Section

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### Cover, Features and Benefits

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Provides cover for the reduction in value of your business or premises as a result liquor licence not being renewed or withdrawn due to causes beyond your control

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### Significant Exceptions and Limitations - Please refer to your policy document

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Losses arising out of:

- planning improvement or redevelopment
  - a change in law
  - compulsory purchase or surrender
  - a reduction or redistribution of licences
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## Computer Insurance

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### Cover, Features and Benefits

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Cover

- Hardware
- Reinstatement of data
- Increased cost of working
- Virus hacking and denial of service attack

Extensions to cover

- Automatic cover for newly acquired hardware at premises shown in the schedule (up to £300,000 or 25% whichever is less)
  - Waste electrical and electronic equipment directive (up to £25,000 in addition to standard debris removal)
  - Portable computer equipment in transit (up to limit stated in schedule or £5000 any one loss for theft of attempted theft/£25,000 any other loss whichever is less)
  - Data carrying materials
  - Incompatibility of records (up to 50% of the aggregate of the sums insured of sub-sections Hardware sub-section & Reinstatement of data or £50,000 whichever is the less)
  - Research and developments costs (up to £25,000) (Reinstatement of data sub-section)
  - Reasonable auditors fees (Increased Cost of Working Sub-Section)
  - Additional Rental fees up to £25,000 (Increased Cost of Working Sub-Section)
  - Virus seek and destroy costs
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**Significant Exceptions and Limitations** - Please refer to your policy document

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- Loss or damage to hardware which is recoverable under any maintenance agreement if one is in place or any warranty or guarantee if applicable.
  - Loss or damage to hardware whilst hired or loaned out.
  - Failure of electricity supply or any communications network caused by
    - Deliberate act by supplier
    - Rationing
    - Strike or lockout
  - Indirect Loss
  - Application of excess
  - Bespoke software
  - Operation of protective devices
  - Parts requiring periodic renewal
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**Terrorism Section**

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**Cover, Features and Benefits**

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Covers damage to material property and business interruption caused by acts of terrorism

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**Significant Exceptions and Limitations** - Please refer to your policy document

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- Riot, civil commotion, war, invasion, foreign hostilities, civil war, revolution, insurrection
  - Damage to residential property in the name of a private individual
  - Treasury failure to certify any loss caused by an act of terrorism
  - Cover limited to England, Wales and Scotland
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## **Cancellation**

If this cover does not meet with your requirements please return all your documents and any Employers Liability Certificate(s) to your insurance agent who has arranged the cover within 14 days of receipt and We will return any premium paid in full.

We may cancel this policy or any part thereof by giving 30 days notice to your last known address

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

If you wish to terminate the cover at any other time please contact your insurance agent who arranged it and any return premium will be at the discretion of Arista.

## **How to Make a Claim**

To report or make a claim follow the instructions provided in the General Conditions – Claims Procedure

To register a claim under any other Section You should contact Arista Claims on 0345 415 0492. If You have a need to seek additional assistance please contact Your insurance agent

For policyholders who have elected the Management Liability Section to register a claim You should email Hiscox Claims using [hiscliability.claims@hiscox.com](mailto:hiscliability.claims@hiscox.com) or phone them on 01206 773783 They provide Our claims service and are authorised to handle and settle claims on Our behalf

Crisis Containment Costs contact details

24 hour crisis line Tel 020 7939 7999 Main contacts – Terrance Fane-Saunders/James Darley Chelgate can also be contacted at: No 1 Tanner Street, London, SE1 3LE

Tel: 020 7939 7939, Fax: 020 7939 7938, Email; [hiscox@chelgate.com](mailto:hiscox@chelgate.com), [www.chelgate.com](http://www.chelgate.com)

You will be asked to provide Your policy number and to confirm that a Claim has been notified to Us

To register a claim under the Essential Business Legal Expenses Section or Absolute Business Legal Expenses Section you should contact ARAG including if you are planning any redundancy

Please do not instruct your own lawyer or accountant as we will not pay costs incurred and you may invalidate Your cover

Telephone - 0117 917 1698 or visit [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims)

## **How to Complain**

Our goal is to provide excellent customer service to all our customers but we recognise that sometimes things may go wrong. If for any reason you are unhappy with our service we would like to hear from you

Please write to the Chief Executive, Arista, 55 Bishopsgate, London EC2N 3AS  
[www.Arista-Insurance.com](http://www.Arista-Insurance.com)

After this action if you are still not satisfied with the way a complaint has been dealt with Your complaint may be referred to the Financial Ombudsman Service (FOS) The address is

Financial Ombudsman Service, Exchange Tower, London, E14 9SR, tel: 0800 023 4567 / 0300 123 9123,  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk), [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 proceedings

**Financial Services Compensation Scheme**

Arista, a trading name of Geo Underwriting Services Limited, and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS)

Should We be unable to meet Our liabilities 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. Their telephone number is 0800 678 1100 or 020 7741 4100.

Alternatively, more information can be found at [www.fscs.org.uk](http://www.fscs.org.uk).





Arista is a trading name of Geo Underwriting Services Limited, Registered in England No. 4070987.  
Registered Address: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN  
Authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400  
Geo Underwriting Services Limited is a coverholder for certain leading Insurers.

[www.arista-insurance.com](http://www.arista-insurance.com)