

Commercial Guard – Commercial Choice

Policy Summary



This is a summary of the standard cover available under the Fortis Commercial Choice insurance policy. The summary does not include all the policy benefits, limits and exclusions; full terms and conditions can be found in the policy wording, a copy of which is available from your insurance adviser on request. The policy, and not this summary, is the basis of the contract of insurance.

The policy is an annual insurance contract which provides a wide range of covers for businesses as detailed below. It is underwritten by Fortis Insurance Limited, with the exception of the Legal Expenses section which is underwritten by DAS Legal Expenses Insurance Company.

Standard perils under the Material Damage and Business Interruption sections include fire, specified perils, theft and accidental damage, with subsidence, ground heave and landslip available on request. The sums insured you choose must represent the full values at risk; if they do not, payments may be reduced in the event of a claim.

The standard cover may be varied to meet your individual needs and any variations from standard will be detailed in any quotation given and thereafter in the policy schedule.

Standard Covers	Standard Limit
Contents including: <ul style="list-style-type: none"> • Theft of keys • Property whilst at exhibitions anywhere within the Territorial Limits • Loss of metered water / oil and LPG • Cost of locating the source of an escape of water from any fixed pipe or water apparatus at the premises • Glass, internal blinds and signs • External blinds 	Sums Insured selected £1,000 £2,500 £2,500 £5,000 Cost of repair / replacement £2,500
* Optional covers available on request include: Buildings, Stock, Household Contents, Deterioration of Stock, Loss of Rent, Property away from the Premises, Fidelity Guarantee and Personal Accident	
Money and Malicious Attack including: <ul style="list-style-type: none"> • Money in transit, in the premises during business hours, and in any bank night safe • Money in a locked unspecified safe outside business hours • Money at the private residence of the Insured or an Employee and at the premises outside of business hours not in a locked safe • Death and disablement benefits following malicious attack • Weekly disablement benefit following malicious attack 	£5,000 £2,500 £500 £10,000 £100 per week up to 104 weeks
*Optional covers available on request include: Money in ATMs	
Goods in Transit	£2,500

Standard Covers (continued)	Standard Limit
<p>Non-Production Machinery and Computer Breakdown including:</p> <ul style="list-style-type: none"> • Breakdown of machinery at the premises other than computer equipment • Breakdown of computer equipment at the premises • Additional costs necessary to make temporary repairs and expedite permanent repairs or replacement of damaged property • Cost of hiring a substitute item while repairs are being carried out or a replacement item sought • Cost of reinstating data onto computer media including where necessary cost of modifying or replacing computer equipment to achieve compatibility • Contamination of insured machinery by hazardous substances • Loss of oil tank contents • Measures taken to avoid breakdown which would otherwise have been covered by the policy • Own surrounding property damage caused by steam explosion • Debris removal <p>• Repair investigation costs</p>	<p>£1,000,000</p> <p>£100,000</p> <p>£20,000</p> <p>£5,000</p> <p>£25,000</p> <p>£10,000</p> <p>£5,000</p> <p>£5,000</p> <p>£1,000,000</p> <p>£25,000 or 20% of the loss whichever is the lower</p> <p>£25,000</p>
<p>Loss of Gross Profit up to 12 months Indemnity Period including:</p> <ul style="list-style-type: none"> • Denial of access • Public utilities • Book debts • Unspecified customers / suppliers • Transit • Notifiable diseases, food poisoning, defective drains and murder or suicide • Loss of gross profit and increased cost of working following machinery or computer breakdown <p>* Optional covers available on request include: Cost of Alternative Accommodation, Additional Increased Cost of Working, Loss of Rent Receivable and Loss of Licence</p>	<p>Sum insured selected</p> <p>See Loss of Gross Profit</p> <p>See Loss of Gross Profit</p> <p>£25,000</p> <p>£25,000</p> <p>£5,000</p> <p>Annual Gross Profit</p> <p>£50,000</p>
<p>Liabilities including:</p> <ul style="list-style-type: none"> • Employers' Liability • Public Liability • Products Liability <ul style="list-style-type: none"> • Indemnity for liability incurred under the Defective Premises Act 1972 • Legal Defence costs for liability incurred under: <ul style="list-style-type: none"> - Corporate Manslaughter and Corporate Homicide Act 2007 - Health and Safety at Work etc Act 1974 - Food Safety Act 1990 - Consumer Protection Act 1987 - Data Protection Act 1998 <p>* Optional covers available on request include: Treatment Extensions, Work Away and Cover for products supplied to the USA or Canada</p>	<p>£10 million any one event</p> <p>£2 million any one event</p> <p>£2 million any one period of insurance</p>
<p>Legal Expenses including:</p> <ul style="list-style-type: none"> • Employment Disputes and Compensation Awards • Legal Defence • Property Protection and Bodily Injury • Tax Protection <p>* Optional covers available on request include: Statutory Licence Protection, Debt Recovery, Contract Disputes, Personal Legal Expenses and Property Let Protection</p>	<p>£50,000</p>

Significant or Unusual Exclusions

- The first amount, detailed in the quotation and schedule, of any claim
- Theft that does not involve entry to or exit from the premises by forcible and violent means or that does not involve actual or threatened assault or violence or use of force (please refer to Section 1 of the policy wording)
- Theft from any garden, yard or open space unless cover is specifically included (please refer to Section 1 of the policy wording)
- Theft from any outbuilding unless there has been forcible and violent entry to or exit from the outbuilding (please refer to Section 1 of the policy wording)
- Theft by any employee or person lawfully on the premises (except as covered by Fidelity Guarantee) (please refer to Section 1 of the policy wording)
- Theft, riot, malicious damage, escape of oil or water or sprinkler leakage when the premises are unoccupied for 21 or more consecutive days (please refer to Section 1 of the policy wording)
- Storm or flood damage to fences, gates and moveable property in the open or open sided buildings, unless cover is specifically included (please refer to Section 1 of the policy wording)
- Liability arising:
 - out of pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected incident; the maximum liability of the company for pollution or contamination which is deemed to have occurred during any one period of insurance is £1m in aggregate
 - through the defective design, plan, formula, or specification of products supplied given for a fee or for which a fee would normally be payable
 - out of technical, professional or remedial instruction and advice given for a fee or for which a fee would normally be charged
 - out of treatment given or administered (except for any treatments that have been specifically noted on the schedule), or any failure to give advice or treatment, or any lack of professional skill
 - from errors in connection with the sale, supply, making up or prescribing or dispensing of any drug, medicine, medical, cosmetic or toilet preparation
 - from work away other than delivery or collection of goods, messages or money to or from the Premises, unless cover is specifically included (please refer to Section 3 of the policy wording)
- Liability for property being worked on where the damage is the direct result of the work undertaken (please refer to Section 3 of the policy wording)
- Liability for damage to products supplied or the cost of repairing or replacing such products or costs incurred by anyone in recalling, removing, repairing, rectifying, replacing, reapplying or guaranteeing any product supplied (please refer to Section 3 of the policy wording).

Cancellations, Claims and Complaints

Cancellation Procedure

There is an option to cancel this policy within 14 days of receipt of the policy schedule and wording. A refund of premium will be allowed for the time that was left on the policy.

Claim Notification

For all claims other than legal expenses claims, contact the Fortis Claims Department on the number in the schedule or on the front of the policy. Alternatively you can fax details to the number in the schedule or write to Commercial Claims, Fortis Insurance Ltd, Fortis House, The Square, Gloucester Business Park, Brockworth, Gloucester, GL3 4AD.

For legal expenses claims, contact the Legal Claims Centre, DAS Legal Expenses Insurance Company at DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Full claims procedures are noted in the policy wording under the General Conditions and extra details are noted on the Policy Schedule.

Complaint Procedure

If you have experienced a problem and you are unhappy with any part of our service, please follow the steps below:

Step 1 Contact Fortis Customer Service Adviser, Fortis Insurance Ltd, Fortis House, Tollgate, Eastleigh, SO53 3YA.

Step 2 If your complaint has not been resolved, contact Mark Cliff, Managing Director, Fortis Insurance Ltd at the same address, unless your problem relates to legal expenses insurance, in which case please contact DAS Managing Director at DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Step 3 If you have an annual turnover of less than EUR 2 million and fewer than 10 employees you can write to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Please see page 68 of the Commercial Choice policy wording for the full details of the complaints procedures.

Financial Services Compensation Scheme

In the event that Fortis Insurance Limited or DAS Legal Expenses Insurance Company are unable to meet their liabilities you may be entitled to compensation from the Financial Services Compensation Scheme.

For compulsory insurance you may be entitled to compensation up to 100% of the claim. For all other types of insurance you may be entitled to compensation up to 90% of the claim.

Further information is available from the Financial Services Compensation Scheme; their telephone number is **0207 8927300**. Alternatively, more information can be found at www.fscs.org.uk

Fortis Insurance Limited

Office addresses

Fortis House, The Square
Gloucester Business Park
Brockworth, Gloucester
GL3 4AD

Registered address

Fortis House, Tollgate, Eastleigh
Hampshire SO53 3YA

Email: talkback@fortisinsurance.co.uk
Website: www.fortisinsurance.co.uk

Registered number 354568

Fortis Insurance Limited is authorised and regulated by the Financial Services Authority