

Commercial Guard – Semploy

Policy Summary



This is a summary of the standard cover available under the Fortis Semploy 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 covers for businesses as detailed below. It is underwritten by Fortis Insurance Limited.

This contract can cover a maximum of 6 manual/non-manual workers including labour only sub-contractors (increasing to 10 after the first renewal date). In addition, a maximum of 6 clerical workers can be covered. Up to 7 trades can be accommodated under one policy.

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. The number of principals, partners and employees must be accurate, otherwise the validity of your cover could be affected. Refer to your insurance adviser for full advice on your cover requirements.

| | Standard Cover | Optional Cover | Standard Limit |
|--|----------------|----------------|---|
| Public Liability with extensions to include: <ul style="list-style-type: none"> • Cross liabilities • Indemnity to principal • Temporary occupation of buildings • Legal defence costs for liability incurred under: <ul style="list-style-type: none"> - Consumer Protection Act 1987 - Data Protection Act 1998 | ✓ | | £1 million any one event |
| Employers' Liability with extensions to include: <ul style="list-style-type: none"> • Temporary Employees • Legal defence costs for liability incurred under the Health and Safety at Work etc Act 1974 | | ✓ | £10 million any one event |
| Damage to Tools and Stock in Transit | | ✓ | £2,500 per person / Single article limit £750 |

Significant or Unusual Exclusions

- The first amount, detailed in the quotation and schedule, of any claim
- Liability for property being worked upon where the damage is as a direct result of the work being undertaken (please refer to Section 1 of the policy wording)
- The cost of recalling, removing, repairing, rectifying, replacing, reapplying or guaranteeing any products supplied (please refer to Section 1 of the policy wording)
- Products knowingly supplied directly or indirectly to the USA or Canada (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 (please refer to Section 1 of the policy wording)
- Theft that does not involve entry to or exit from the vehicle by forcible and violent means or that does not involve actual or threatened assault or violence or use of force against the driver or passenger of the vehicle (please refer to Section 2 of the policy wording)
- Theft from open topped or open sided vehicles (please refer to Section 2 of the policy wording)
- Theft by any employee or resulting from the dishonesty of any person to whom property has been entrusted (please refer to Section 2 of the policy wording)
- Theft of property left unattended unless contained in a securely locked building or a secured motor vehicle (please refer to Section 2 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, 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.

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.

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 18 of the Semploy policy wording for the full details of the complaints procedures.

Financial Services Compensation Scheme

In the event that Fortis Insurance Limited is unable to meet its 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

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Gloucester Business Park
Brockworth, Gloucester
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Website: www.fortisinsurance.co.uk

Registered number 354568

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