

# COMMERCIAL COMBINED POLICY SUMMARY



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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.


**COVERS AVAILABLE**

**Specified perils.**

Physical loss or damage to the property specified in the Schedule by the following perils happening during the Period of Insurance.

Perils:

Fire/Lightning/Boiler Explosion/Explosion/Aircraft/Riot/Civil Commotion/Strikers/Locked-Out Workers/persons taking part in labour disturbances/malicious person (politically motivated)/Earthquake/Subterranean Fire/Fire only resulting from property's own spontaneous fermentation, heating or combustion.

For an additional premium cover may extend to include:

Malicious Persons (not politically motivated)/Breakage or Collapse of radio and television aerials, fittings and masts/Escape of Oil/Impact

and

Storm and Flood/Bursting or Overflowing of Water Tanks, Apparatus or Pipes/Water accidentally discharged or leaking from automatic sprinkler installation(s), Subsidence, Ground Heave or Landslip

and

Any accidental cause (except as specifically excluded)

The sums insured are shown in the policy schedule.

**Theft.**

Physical loss or damage by theft or attempted theft to the property specified in the Schedule happening during the Period of Insurance.

The sums insured are shown in the policy schedule.

**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.

**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.

**Business Interruption.**

Loss arising from interruption of the business following damage to buildings or other property by the following perils happening during the Period of Insurance.

Perils:

Fire/Lightning/Boiler Explosion/Explosion/Aircraft/Riot/Civil Commotion/Strikers/Locked-Out Workers/persons taking part in labour disturbances/malicious person (politically motivated)/Earthquake/Subterranean Fire/Fire only resulting from property's own spontaneous fermentation, heating or combustion.

For an additional premium cover may extend to include:

Malicious Persons (not politically motivated)/Breakage or Collapse of radio and television aerials, aerial fittings and masts/Escape of Oil/Impact/Theft

and

Storm and Flood/Bursting or Overflowing of Water Tanks, Apparatus or Pipes/Water accidentally discharged or leaking from automatic sprinkler installation(s), Subsidence, Ground Heave or Landslip

and

Any accidental cause (except as specifically excluded)

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.

**Book Debts.**

The amount of the debit balances owing to the Insured that the Insured is unable to recover following loss of the Insured's 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.

**Money.**

- Loss of Money the property of the Insured or for which the Insured is responsible from any cause not specifically excluded
- Loss, destruction or damage done by thieves to cash registers safes, strongrooms, franking machines or bags cases or waistcoats used for the carriage of Money
- Damage to clothing or personal effects of the Insured or a principal or employee of the Insured 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 the Insured or directors or employees arising directly from assault for the purposes of theft or attempted theft of Money happening during the Period of Insurance.

**Goods in Transit.**

Loss arising from loss, destruction or damage from any cause except as specifically excluded to the Property Insured:

- while being loaded on to carried by or unloaded from, or, temporarily housed in the course of transit upon any scheduled vehicle owned and/or operated by the Insured
- in course of transit in connection with the Business by Rail Carrier, Road Carrier or Post Carrier from the Insured's Premises 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.

**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.

**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.

**Employers' Liability.**

The Insured's legal liability to pay damages and claimant's costs, fees and expenses for injury to an Employee arising in the course of his employment by the Insured and happening during the Period of Insurance.

The limit of indemnity is shown in the policy schedule.

**Public Liability.**

The Insured's 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 the business of the Insured and happening during the Period of Insurance.

The limit of indemnity is shown in the policy schedule.

**Products Liability.**

The Insured's 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 the Insured's Products and happening during the Period of Insurance.

The limit of indemnity is shown in the policy schedule.

**EXTENSIONS**

**Theft**

Cover extends to include damage caused by explosives used in the course of theft or attempted theft.

**Glass**

Cover extends to include damage to external name signs.

**Book Debts**

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

**SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS**

**Specified Perils**

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

**Glass**

Excluding Damage caused by Fire, Lightning or Explosion.

**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 losses from the Insured's 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 the Insured is entitled to compensation under the provisions of any Act of Parliament, or loss arising from compulsory purchase of the Insured's premises.

**Deterioration of Stock**

The Insured is 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 the Insured or in their care, custody or control.

**Products Liability**

Excluding Contractual Liability.

**CANCELLATION**

In the first year of this insurance the Insured may cancel this policy within 14 days of receiving the policy document and receive a full refund of the premium paid providing there have been no claims either paid reported or outstanding. The Insured may cancel the policy at any time after this 14 day period but the Insurer reserves the right not to allow a return of premium.

**CLAIMS PROCEDURE**

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

Write to: Caytons Law, 85 Gracechurch Street, London, EC3V 0AA

Telephone: 0207 398 7600

E-mail: [mgamclaims@caytonslaw.com](mailto:mgamclaims@caytonslaw.com)

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

**COMPLAINTS PROCEDURE**

We aim to provide the highest quality of service to our customers at all times but we recognise that complaints may arise as part of the normal course of business. Understanding and acting on the cause of complaints can provide Us with an opportunity to improve the service we provide.

If you feel that we have failed to provide you with the best service please let us know immediately. We take all customer complaints seriously and we are committed to resolving your complaint quickly, openly and fairly.

#### HOW TO COMPLAIN

If You are dissatisfied with any aspect of the handling of Your insurance, We would ask You in the first instance to contact the insurance agent or intermediary from whom You purchased Your policy. If You remain unhappy and feel the matter has not been resolved to Your satisfaction, You may refer a complaint to MGAM Limited by email: [complaints@mgamutual.com](mailto:complaints@mgamutual.com)

#### *How They Will Handle Your Complaint*

Step 1: They will try to resolve Your complaint immediately:

They will look into Your complaint and will aim to resolve Your concern immediately.

Step 2: Within 5 working days of receiving your complaint:

If they are unable to resolve the matter immediately, they will send you an acknowledgement letter within 5 working days. The letter will provide the contact details of the person who will be supporting you throughout your complaint.

Step 3: Within 8 weeks of receiving your complaint:

They will endeavour to provide you with a final response explaining the outcome of their investigation and the next steps, or a letter confirming when they anticipate they will have concluded their investigation.

Step 4: Refer your complaint to the Financial Ombudsman Service (FOS):

If after making a complaint you remain unhappy and feel the matter has not been resolved to your satisfaction, you may be able to refer your complaint to the FOS Service. You can contact them in one of the following ways:

- By telephone 0300 123 9 123
- By email at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- In writing at:  
Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London, E14 9SR

Not all complainants may refer complaints to the FOS, but, for our part we will treat all complainants equally and fairly.

The FOS may not be able to consider a complaint if you:

- have not provided us with the opportunity to resolve it
- are a business with more than 10 employees and a group annual turnover of more than €2 million
- are a charity with an annual turnover of more than £1 million
- are a trustee of trust that has net asset value of more than £1 million

Following this complaint procedure does not affect your rights to take legal action.

#### COMPENSATION SCHEME

Builders Direct S.A. is covered by 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 all other types of insurance you may be entitled to compensation of up to £2,000 for the first part of the claim and 90% of the remainder of the claim

Further information about compensation scheme arrangements is available from the FSCS or you can visit their website at [www.fscs.org.uk](http://www.fscs.org.uk)

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