

Summary of cover

keyfacts[®]



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Commercial summary of cover

Introduction

Our Commercial insurance policy has been designed to meet the demands and needs of organisations or individuals wishing to insure the risks of running their commercial enterprise.

This document summarises the main covers, features and exclusions of the Commercial insurance policy.

If you wish to see the full terms and conditions a policy document is available by contacting us or your broker.

Things for you to think about

This policy allows you to choose which sections of cover you wish to insure for. You must consider each section carefully.

If any of the cover limits within this document do not meet your needs please contact us or your broker.

Property damage

What is covered

This section covers the buildings, contents and stock that you are responsible for and the personal possessions of directors, employees, volunteers and visitors whilst at the premises.

Cover can be provided against damage caused by the following events:

- Fire, lightning and explosion
- Aircraft
- Riot
- Malicious persons
- Earthquake
- Subterranean fire
- Storm
- Flood
- Escape of water
- Impact
- Falling trees
- Falling aerials
- Escape of oil
- Sprinkler leakage
- Accidental damage
- Subsidence
- Theft or attempted theft
- Glass and sanitary fixtures

How much you will be insured for

The buildings and contents will be covered up to the sums insured provided by you. You may choose the 'Day One' method of inflation protection for your building, which provides you with a specified uplift of the sums insured. This is especially relevant if your buildings may take an extended period of time to re-build because of planning or other issues.

How we settle claims

Unless we have agreed otherwise and where the sum insured allows, we will settle claims as follows:

For damage to the building we will rebuild, repair or restore the property damaged to a condition equivalent or substantially the same as its condition when new.

For contents claims we will pay for repairs if these can be carried out economically otherwise we will pay for replacement as new.

For stock claims the settlement will be based on cost price.

Key extensions

This section is extended to include (for the standard limit specified or otherwise the Property damage sum insured):

- Additional metered water charges incurred following escape of water from the water or heating system at the premises - £5,000 in any one period of insurance.
- Contents items whilst away from the premises but in the custody and control of you, an employee or authorised volunteer or whilst temporarily removed for cleaning, repair and renovation, whilst anywhere in the UK, Isle of Man or Channel Islands - £2,500 any one claim.
- Damage to the buildings by theft - where theft is insured it extends to include, unless scaffolding is in place at the premises or the building is unoccupied:
 - Repairs following theft of the fabric of the building provided the building is insured - £5,000 any one period of insurance.
 - Repairs following theft of external metal provided the building is insured - £5,000 in any one period of insurance.
 - Damage caused by theft of contents provided the contents are insured - £25,000 in any one period of insurance.

- Damage to building and contents caused as a result of the entry of rainwater following theft or attempted theft of the fabric of the building including external metal - £5,000 in any one period of insurance.
- Where contents is insured against theft, we will pay for the cost of gaining access to your premises and/or replacing locks and keys including safe locks if keys are stolen or lost - £2,500 any one period of insurance.
- Property you hire-in or on temporary loan which you are responsible for - 10% of the contents sum insured any one loss.

What is not covered

- Wear and tear or any gradually operating causes.
- Damage or corruption to, unauthorised use of, unauthorised transmission, misuse of data, any operator error of data or system or failure of a system.
- Damage caused following theft unless there is clear forcible and violent entry to or exit from the buildings.
- Subsidence - option to include this cover.
- Terrorism - the optional Terrorism section provides this cover.
- Any value attached to an item of contents by reason of its antique or artistic value.

Please refer to Section 1 Property damage and General exclusions within the policy document for full details.

Are there any restrictions?

- If the premises becomes unoccupied cover will reduce to fire, lightning, explosion and aircraft.

Please refer to Section 1 Property damage and General conditions within the policy document for full details.

What are your obligations?

You must tell us as soon as reasonably possible if:

- The use of the premises ceases and the premises becomes vacant.
- There is a change to your business activities or you are planning any large events.
- You are planning any building works at the premises and/or use of external scaffolding.

Things for you to think about

If any of the following apply please contact us or your broker:

- Your sums insured are not sufficient to meet your needs.
- The extension limits are not sufficient to meet your needs.
- You require cover for accidental damage, sprinkler leakage or subsidence.
- You have items of contents where claims settlement based on a replacement with a modern equivalent would not reflect their antique or artistic value.

Property damage plus

What is covered

Cover A Extended cover - this provides cover for your contents, away from the premises whilst anywhere in UK, Europe or worldwide up to the sum insured chosen by you.

Cover B Deterioration of stock - this provides cover for the contents of your deep freeze or refrigerated cabinets following failure of the units, failure of the electricity or gas supply or contamination by refrigerant fumes. Choose this option if your needs exceed the standard Property damage cover of £2,500 in any one unit and £10,000 in total any one period of insurance.

How we settle claims

Unless we have agreed otherwise and where the sum insured allows, we will settle claims as follows:

For claims under Cover A we will pay for repairs if these can be carried out economically otherwise we will pay for replacement as new.

For claims under Cover B we will pay you the value of the items lost.

What is not covered

Cover A

- Wear and tear or any gradually operating causes.
- Damage by theft to property left in an unattended vehicle unless the property is hidden from view and all windows, sunroofs, boots and doors are securely closed and locked.

Cover B

- Deliberate damage caused by a deliberate act of any electricity or gas supply authority in withholding or restricting the supply.
- Failure of any unit which is over 15 years old unless the refrigeration unit is the subject of a current manufacturers guarantee or annual maintenance contract.
- Deliberate damage or neglect.

Please refer to Section 2 Property damage plus within the policy document for full details.

Equipment breakdown

This section is automatically included when property damage cover is in force.

What is covered

The repair or replacement of equipment which breaks down. This includes lifts, central heating, air conditioning, office equipment, computer equipment and retail equipment such as credit card payment systems.

How much will you be insured for

The total amount we will pay shall not exceed £5,000,000 in any one period of insurance. Within this amount the following limits apply:

- £250,000 for any one accident to computer equipment at the premises.

Key extensions

The cover provided by this section is extended to cover (for the limit specified or otherwise the limit of indemnity):

- Damage to computer equipment whilst anywhere in the European Union in the custody or control of you, an employee or volunteer - £250,000 any one period of insurance.
- Costs to reinstate data that is lost or damaged following an accident to the computer equipment - £25,000 any one period of insurance excluding losses discovered later than 180 days after the loss occurred.
- Costs incurred in maintaining computer operations following a computer breakdown - £25,000 any one period of insurance.
- Costs following an accident to the equipment insured that results in the business being interrupted or interfered with, subject to the business interruption section of the policy being insured. Our limit shall not exceed the sum insured in any one claim and £30,000 in any one period of insurance.
- Expediting costs to speed up the repair or replacement, and in making temporary repairs - £15,000 any one period of insurance.
- Costs incurred in taking exceptional measures to prevent or reduce a loss - £5,000 any one period of insurance.

What is not covered

- Any kitchen and food preparation equipment, laundry and cleaning equipment, audio visual equipment and computer equipment whilst in private dwellings.
- Any equipment manufactured by you for sale.
- Breakdown caused by computer viruses or hacking.
- Gradual deterioration or wear and tear.
- Damage which is covered under a maintenance agreement, warranty or guarantee.
- Damage caused by a deliberate or intentional act.

Please refer to Section 3 Equipment breakdown within the policy document for full details.

What are your obligations?

- To maintain a minimum of 2 generations of verified back-up computer records taken at intervals no less frequently than 48 hours and take all reasonable precautions to store and maintain these records.

Business interruption

What is covered

This section covers you for loss of your income or extra expenses in running the business following damage insured under the Property damage section.

Cover is provided for a specified period known as the indemnity period – this is the length of time, starting with the date the loss occurred over which we will pay for a loss of revenue or rent (up to the sum insured) as a result of loss or damage to your property.

How much will you be insured for

The organisation will be covered up to the sum insured provided by you.

Key extensions

The cover provided by this section is extended to cover loss (for the limit specified or otherwise the sum insured) resulting from the interruption of your activities due to:

- Access to your premises following damage to neighbouring property.
- Access to your premises being restricted following emergency action taken by the Government, Police or Local Authority.
- Damage at the site of unspecified suppliers - £10,000 any one incident.
- Failure of the supply to your premises of electricity, gas, water or telecommunications - £5,000 any one claim.
- Reinstating lost data following damage to computer equipment at your premises, excluding losses discovered later than 180 days after the loss occurred - £25,000 any one period of insurance.
- Costs you incur to avoid interruption with computer operations following damage to computer equipment at your premises - £25,000 in any one period of insurance.

What is not covered

- Loss where there is unnecessary delay on your part in repairing or replacing the property.
- Loss following damage where property damage covering your interest in the property at the premises is not in force.

Please refer to Section 4 Business interruption within the policy document for full details.

What are your obligations?

- Where you choose to insure on a declaration basis you must supply us at each renewal with the estimated revenue or rent receivable for the financial year.

Things for you to think about

If any of the following apply please contact us or your broker:

- Your sum insured is not sufficient to meet your needs.
- The length of time to get your activities back to normal is not sufficient to meet your needs.
- The extension limits are not sufficient to meet your needs.

Liabilities

What is covered – Employers' liability

Employers' liability covers you for your legal liability to pay damages to an employee or volunteer who is injured whilst working for you and which occurs during the period of insurance.

The standard limit is £10,000,000 (£5,000,000 if terrorism related) including costs and expenses, any one event.

What is covered – Public and products liability

Public liability covers you for your legal liability to pay damages to a member of the public for injury or damage to their property which occurs during the period of insurance.

The standard limit is £5,000,000. Other than for claims bought in the legal jurisdiction of the United States of America or Canada we will pay costs and expenses in addition to this limit.

For claims arising from your activities the standard limit applies to any one event. For products you supply, or for claims arising from pollution or contamination, the standard limit applies to any one period of insurance.

Key extensions – applicable to public and products liability only

The cover provided by this section is extended to cover (for the limit specified or otherwise the limit of indemnity):

- Legal liability arising from the use by your employee of a motor vehicle that does not belong to you, whilst conducting business on behalf of your organisation if cover is not provided elsewhere.
- Cover relating to damages and claimants costs you are liable for under the Data Protection Act 2018 (excluding deliberate acts which you know will contravene the legislation) - £100,000 any one claim and in any one period of insurance.

Exclusions applicable to public and products liability

- Liability arising from ownership, possession or use of a mechanically propelled vehicle except for use of plant at your premises. Any craft designed to travel through water air or space.
- Liability arising from pollution or contamination unless the cause is by a sudden, identifiable, unintended and unexpected incident.
- Cost of recall, removal, repair or replacement of any product supplied by you.

Please refer to Section 5 Liabilities within the policy document for full details.

What are your obligations?

Most organisations host a diverse range of activities and fundraising events including fetes, coffee mornings and concerts which this policy will provide cover for.

However, you must tell us if you are planning:

- Large or hazardous activities such as fireworks displays, clay pigeon shooting, abseiling, or any event where attendance is likely to exceed 1,000 people.
- Work or visits overseas.
- Any change to your usual business activities that you have declared to us.

Things for you to think about

If the limits are not sufficient to meet your needs please contact us or your broker

Legal expenses

Note: to ensure an expert service the cover under this section has been arranged through DAS Legal Expenses Insurance Company Limited (DAS). We are responsible for paying any claims under this section but DAS manage all claim matters and correspondence on our behalf. The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

What is covered

Legal expenses cover for a range of legal issues as specified below up to £250,000 for legal costs and expenses including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses, accountants' fees and employment compensation awards (the latter are further limited to a £1,000,000 limit in total for all such awards in any one period of insurance).

Cover is provided for the following:

- Employment disputes and compensation awards
- Legal defence
- Property protection and personal injury
- Tax protection
- Statutory licence appeal
- Contract disputes where the amount in dispute is over £250 (including VAT)
- Debt recovery for debts over £250 (including VAT)

In civil cases cover is subject to a "reasonable prospects of success" clause. Reasonable prospects is a 51% or greater chance of success, as assessed by a law firm or tax expert chosen by DAS.

What is not covered

- Any claims where you are bankrupt or become bankrupt at the start or during a claim are excluded.
- In certain circumstances (with DAS' prior agreement) you may be free to appoint your own legal representative, who will be subject to the DAS standard terms of appointment. This includes an hourly rate not exceeding £100 per hour. Any costs that fall outside the standard terms will not be paid by us.
- Problems that do not relate to your business activities.
- Contract disputes – where the dispute exceeds £5,000 (including VAT) the first £500 is not covered.
- Any claim reported more than 180 days after the date you should have known about the insured event.
- Any legal action the insured have taken where DAS or the appointed representative have not agreed to or any action that hinders DAS or the appointed representative.

Please refer to Section 6 Legal expenses within the policy document for full details.

What are your obligations?

- You must let DAS know about any problems straight away or they may not provide cover if you have tried to deal with matters on your own.

Things for you to think about

Commercial legal advice helpline – DAS can provide legal advice on any commercial legal problem affecting the business, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Money with assault extension

What is covered

This section can provide cover for loss of money as detailed below, up to the sum insured shown in your schedule.

- Non-negotiable money such as crossed cheques.
- Money on the premises during business hours or in transit.
- Loss of money from a locked specified safe in your building – limit will depend on the make and model of the safe.
- Any other loss.

Optional Cover:

- Assault benefit payable if an employee or authorised volunteer, ages 16 – 70 years sustains bodily injury following a robbery, hold-up or attempted robbery during their employment – various benefit levels available.

Key extensions

The cover provided by this section is extended to include:

- Damage to any safe, strong room, or cash carrying bag following theft or attempted theft of money.
- Damage to your directors, employees, authorised volunteers or representatives personal belongings and clothing following theft or attempted theft of money - £500 per person.
- Damage to money following the dishonesty of a director, employee, authorised volunteer or representative - £2,000 per person and £5,000 in any one period of insurance.
- Where assault cover has been included and we accept the claim, we will pay dental expenses of employee or authorised volunteers - £500; £20 a day up to £200 if following the injury the insured persons goes into hospital for treatment as an in-patient.

What is not covered

- Deception or false accounting.
- Whilst money is in the custody or control of a professional carrier.
- During transit by unregistered post.
- Loss from unattended vehicles.

Please refer to Section 7 Money with assault extension within the policy document for full details.

What are your obligations?

- All safe/strong room keys and combination codes/locks must be kept in immediate personal control of an authorised responsible person.

Things for you to think about

If any of the following apply please contact us or your broker:

- If the limits are not sufficient to meet your needs.
- The type of safe and if it is suitable for the value that it will store.

Goods in transit

What is covered

Damage to your goods whilst in transit by road vehicles operated by you or a haulier or whilst being sent by parcel, post or rail anywhere in England, Scotland, Wales, Northern Ireland, Channel Islands and Isle of Man.

How much will you be insured for

The organisation will be covered up to the sums insured provided by you which will represent a value for either each package, each vehicle or any one consignment.

How we settle claims

We will pay for the value of the goods or repair or replace them.

What is not covered

- Damage caused from inadequate packing.
- Damage to money, manuscripts, precious metals, jewellery, tobacco, wines, audio equipment, explosives and other dangerous goods unless specifically mentioned.
- Gradual deterioration or wear and tear.
- Damage to property in open vehicles by weather or theft or attempted theft.
- Deterioration of refrigerated goods following breakdown or failure of refrigeration equipment unless failure or breakdown is due to an accident to the vehicle.
- Theft or attempted theft committed or assisted by your directors, employees or volunteers or from an unattended vehicle unless all windows and other points of access are closed and locked and security devices set and the vehicle is in securely locked building or guarded security park between 9pm to 6am.

Please refer to Section 8 Goods in transit within the policy document for full details.

Personal accident

What is covered

This section covers accidental injury to, or death of, your employees and volunteers whilst carrying out your activities for the following occurrences:

- Death
- Loss of: limb(s) or eye(s)
- Permanent total disablement
- Temporary total disablement
- Medical expenses

How much will you be insured for

A range of benefits are available. The maximum amount we will pay in respect of all benefits under the policy for all insured persons involved in the same accident shall not exceed £2,500,000.

Key extensions

The cover provided by this section is extended to include:

- Dental expenses for an accepted claim of an insured person - £500. An additional payment will be made for an accepted claim if the injured insured person is admitted for in-patient treatment as a result of the bodily injury - £20 a day up to £200.
- Damage to clothing and personal belongings caused at the same time as an injury covered by this section - up to £500 per person.

What is not covered

- Any person under the age of 16 years or aged 70 years or above at the start of the period of insurance.
- Suicide or deliberate self-injury, insanity, pregnancy, childbirth or under the influence of drugs.
- Pre-existing health issues.
- Certain hazardous sports or activities.

Please refer to Section 9 Personal accident within the policy document for full details.

Things for you to think about

If any of the following apply please contact us or your broker:

- If the limits are not sufficient to meet your needs.
- If you are in any doubt about an activity we will advise you if the personal accident cover is affected.

Terrorism

What is covered

This section provides cover for damage to your property and (should you choose) resulting loss of income insured under other sections of this policy following a terrorism event.

Optional cover - Non-damage Business interruption

If you decide to include the terrorism section you may choose to cover loss of income as a result of a terrorist event that does not involve physical damage to property. Contact us or your broker for more information.

What is not covered

- Riot, civil commotion or war.
- Computer virus, hacking or phishing.
- The excess.

Please refer to Section 10 Terrorism within the policy document for full details.

Things for you to think about

- Terrorism events are unpredictable and are not confined to major cities. The property damage and business interruption sections do not include cover for terrorism so you should consider adding the cover to your policy.
- If you choose to add cover for terrorism you must ensure that all of the property you are responsible for is insured for terrorism regardless of whether it is insured by us. Contact us or your broker to discuss this further.

Important information

This policy is underwritten by

The Baptist Insurance Office plc. The legal expenses section is arranged through DAS Legal Expenses Insurance Company Limited (DAS), with the legal advice service provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

Duration of your policy

Generally 12 months from the start date shown on your policy schedule.

Renewal of your policy

We will send you notice that your policy is approaching renewal before it is due. Your requirements may change over time, therefore please contact us or your broker if you wish to discuss your needs or any additional insurance requirements.

How do you pay?

You can either pay for your policy in full or by instalments. If you pay by instalments you must make regular payments as detailed in your credit agreement.

Where are you covered?

Your building(s) and contents whilst in your premises located in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Liability – for claims arising from your organisation and activities conducted from your premises insured in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Excess

For claims under certain sections of the policy you will be responsible for an excess, the first amount of any claim. The excess applicable will be shown in your schedule.

You may be able to obtain a discount off your premium if you increase your excess. Please contact us or your broker to discuss the savings available.

Cancellation rights

We have the right to cancel your policy by sending seven days' notice and shall refund to you the proportionate premium for the unexpired cover, this is shown in the policy document under Conditions applying to the whole policy – Cancellation.

General information

Claims service

For claims other than Legal expenses call **0345 070 2223**.

New claims can be reported 24 hours a day, 7 days a week.

For Legal expenses claims call DAS Legal Expense Insurance Company Limited on 0345 601 2792.

Complaints procedure

If you are unhappy with our products or service, please contact us as soon as possible. You can complain in writing or verbally at any time to:

For all complaints other than Legal expenses complaints

The Baptist Insurance Company plc
Beaufort House
Brunswick Road
Gloucester
GL1 1JZ

Tel: **0345 070 2223**

Email: enquiries@baptist-ins.com

For Legal expenses complaints

DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side, Temple Back
Bristol
BS1 6NH

Tel: **0344 893 9013**

Email: customerrelations@das.co.uk

Our promise to you

We will aim to resolve your complaint within one business day. For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision. To resolve your complaint we will:

- Investigate your complaint diligently and impartially.
- Keep you informed of the progress of the investigation.
- Respond in writing to your complaint as soon as possible.

If you're not satisfied with our response, or we have not completed our investigation within eight weeks, we'll inform you of your right to take the complaint to:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: **0800 023 4567**

Email: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

This complaints procedure does not affect your right to take legal proceedings.

The Financial Services Compensation Scheme

The FSCS is the independent body, set up by the Government, which gives you your money back if your authorised* financial services provider is unable to meet its obligations.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

For further information on the scheme you can visit the website at

www.fscs.org.uk

* The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or the FCA.

Law applying

Unless agreed otherwise, the law which applies to this contract is the law of England and Wales unless your habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

Other support and cover available

As part of your Commercial insurance policy, you also have access to a wide range of additional services and support.

Online support

We have a dedicated section of our website for our customers which can be found at <https://www.baptistinsurance.co.uk/risk-management/>. Here you will find helpful information to assist you in looking after your properties. The section includes guidance on topics such as health and safety, fire prevention, security and protecting your properties against bad weather.

Risk advice line

Operated by our in-house risk management experts, we can provide you with specified risk advice on a variety of topics including health and safety, construction safety, food safety, occupational health, environmental management, water safety, asbestos, property protection, security, fire safety and business continuity planning. Contact us on **0345 600 7531** (lines are open 9am – 5pm Monday to Friday, excluding Bank Holidays).

Emergency glass replacement

If you suffer glass breakage you can use these services and our specialist provider will effect a rapid repair.

Contact us on **0345 600 0148**.

Value-added services

The following are provided by DAS Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited (DAS):

- Business assistance.
- Commercial legal advice helpline.
- Tax advice helpline.
- Counselling helpline for your employees, authorised volunteers and their immediate family members, if they are aged 18 or over (or aged between 16 and 18 and in full-time employment).

The following are provided by DAS Legal Expenses Insurance Company Limited (DAS):

- Employment Manual – offering online employment guidance.
- DAS businesslaw – offering online business law guidance. Some services are only available for a fee.

This contract is underwritten by:
The Baptist Insurance Company PLC.

Our FCA register number is 202032.
Our permitted business is general insurance.

**You can check this on the
FCA's register by visiting the
FCA's website**

www.fca.org.uk/register

or by contacting the FCA on

0800 111 6768



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