



R&Q Commercial Risk Services Limited

Commercial Combined Insurance Summary of Cover

October 2014 Edition

Commercial Combined Insurance Policy Overview

This Policy is designed to cover the assets, earnings and the legal liabilities of Your business. Sections 1-4, 7-9 and 12-14 are underwritten by ERGO Versicherung AG, UK Branch and Arch Insurance Company (Europe) Ltd, Sections 5 and 6 are underwritten by Faraday Reinsurance Company Ltd, Section 10 Equipment Breakdown underwritten by HSB Engineering Insurance Limited and Section 11 Legal Expenses is provided by ARAG plc and underwritten by Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof) managed by Brit Syndicates Limited.

About R&Q

This Insurance product has been arranged by R&Q Commercial Risk Services Limited on behalf of the under noted Insurers named herein:

R&Q Commercial Risk Services Limited is registered in England and Wales No: 07313009 (FRN: 530938),

Registered Office: 110 Fenchurch Street London, EC3M 5JT.

R&Q Commercial Risk Services Limited is an Appointed Representative of R&Q MGA Limited which is authorised and regulated by the Financial Conduct Authority (FRN: 440543).

R&Q Commercial Risk Services Limited is wholly owned subsidiary of Randall & Quilter Investment Holdings Ltd. Randall & Quilter Investment Holdings Ltd. is a diverse insurance group, headquartered in Bermuda but with extensive operations in the UK, US, Canadian, Bermuda and Continental Europe Markets. The Group is a leading insurance service provider to the non-life insurance market. Its extensive service offering (ranging from full back office management to bespoke services) covers the live, run-off and captive market segments.

About Your Insurers

Sections 1 – 4, 7-9 and 12 - 14 are underwritten by ERGO Versicherung AG, UK Branch Proportion 75%

ERGO Versicherung AG is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf. Registered No: HRB36466. UK Branch registered in England and Wales, Registration No. BR016401. Registered Office: 55 King William Street, London, EC4R 9AD.

ERGO Versicherung AG, UK Branch is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Us on request.

ERGO Versicherung AG is part of Munich Re, one of the worlds leading reinsurers and risk carriers. The investments undertaken by Munich Re amount to approximately 182 billion euros, of which 113 billion is accounted for by ERGO. They offer first class security providing You with complete peace of mind that You are in safe hands.

**Sections 1 – 4, 7-9 and 12 - 14 are underwritten by Arch Insurance Company (Europe) Ltd
Proportion 25%**

Arch Insurance Company (Europe) Ltd is authorised by is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Arch Insurance Company (Europe) Ltd is registered in England No. 4977363. Registered office: 6th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ.

Sections 5 and 6 are underwritten by Faraday Reinsurance Company Limited

Faraday Reinsurance Co. Limited is a limited company registered in England under company number 1733074. Registered Office: 5th Floor Corn Exchange, 55 Mark Lane, London EC3R 7NE. Authorised by the Prudential Regulation Authority and Regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN: 202675).

Section 10 is underwritten by HSB Engineering Insurance Ltd

This Section is underwritten by HSB Engineering Insurance Limited, registered in England and Wales: 02396114, New London House, 6 London Street, London EC3R 7LP. Registered as a branch in Ireland: 906020. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN:202738).

HSB Engineering Insurance Limited can call upon over 140 years strength and expertise in the engineering and inspection industry.

Section 11 is underwritten by Brit Syndicate 2987 at Lloyd's

This Section is provided by ARAG plc and underwritten by the Insurer. ARAG plc and Brit Syndicate 2987 at Lloyd's are authorised and regulated by the Financial Conduct Authority, registration number 452369 and 204930 respectively. Registered Office: ARAG plc, 9 Whiteladies Road, Clifton, Bristol BS8 1NN

About Your Insurance Broker

Your Insurance Broker is the organisation that You arranged this insurance with and should be Your first point of contact for any queries You may have on the Policy, other than claims. Claims contact numbers can be found under the Notifying a Claim Section of this document. See also Section 18 – **Claims Procedure** and the **Enquiries and Complaints Procedure** of Your Policy Wording Document which is to be read in conjunction with this Policy Summary.

Covers

- Property – provides All Risks cover for loss or damage to:
 - Business contents including stock, machinery, fixtures and fittings, tenants improvements and decorations
 - Buildings (where insured) including landlords fixtures and fittings, boundary walls, gates and fences
 - Glass and sanitary fittings including breakage of fixed, plain and wired glass
- Business Interruption – designed to help You keep Your business going if it is interrupted by a cause or peril covered under the property section. Cover for Book Debts is included
- Goods in Transit – insures Your stock and business goods whilst in transit anywhere in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands
- Money and assault – insures loss of business money and provides compensation for an accident sustained as a direct result of an attack while carrying on the business
- Employers Liability – This insurance protects you against damages and legal costs that arise as a result of claims from employees suffering death, injury, illness or disease from their employment.
- Public and Products Liability – Cover is provided in respect of legal liability in connection with your business to pay compensation including legal costs for:
 - (a) Accidental death or injury to any persons excluding employees
 - (b) Accidental loss or damage to third party property
 - (c) Accidental injury or accidental loss or damage caused by products supplied by you
- All Risks for Specified Equipment – covers specified portable business equipment for loss or damage whilst on Your premise or anywhere in the UK, EU or Worldwide
- Personal Accident – covers any principal, partner, or director aged 16 to 70 against accidents
- Directors and Officers Liability – covers the legal liability of officers and directors for wrongful acts occurring during the period of cover
- Equipment Breakdown Insurance – covers You for accidental damage to plant and adjacent property, including breakdown of plant
- Legal Expenses – provides Your business with protection for legal costs relating to:
 - Employment
 - Employment Compensation Awards
 - Employment Restrictive Covenants
 - Tax
 - Property
 - Legal Defence
 - Compliance & Regulation
 - Crisis Communication
 - Statutory Licence Appeals
 - Loss of Earnings
 - Employees' Extra Protection
 - Contract & Debt RecoveryAnd also Helplines for:
 - Business Legal and Tax Advice
 - Counselling
 - Access to a Business Legal Services website
 - Crisis Communication
 - Redundancy Approvals
- Deterioration of stock – covers any frozen stock against the risk of deterioration or putrefaction following a breakdown of refrigeration plant/machinery

- Loss of Licence – designed to cover You against the depreciation in the value of Your property and subsequent loss of profit as a result of a loss of licence due to circumstances outside of Your control
- Terrorism – optional additional cover providing protection for Property and Business Interruption against Terrorism



Policy Summary Commercial Combined Insurance

The information provided in this policy summary is key information You should read.

This Policy Summary does not contain the full terms and conditions of Your Commercial Combined Insurance. The full terms and conditions can be found in the Policy Wording document a copy of which is available upon request.

This summary should be read in conjunction with Your policy Schedule.

Significant Features and Benefits	Significant and unusual Exclusions or Limitations
<p>Section 1 – Property Damage (if selected)</p> <p>Covers damage to Your buildings, contents, or stock caused by accidental loss destruction or damage (including all defined perils).</p> <p>Defined perils: Fire, Lightning, Aircraft, Explosion, Earthquake, Riot, Malicious Damage, Storm, Flood, Escape of Water, Impact.</p> <p>Optional cover for theft and subsidence.</p> <p>Inflation Protection (Day One basis of cover).</p> <p>Capital Additions/Acquisitions up to 10% of buildings and contents (up to maximum of £250,000).</p> <p>Damage to services extending to the public mains.</p> <p>Additional costs in complying with Public Authority requirements (up to maximum of £250,000).</p>	<p>The excess shown in the schedule.</p> <p>Damage caused by theft or subsidence.</p> <p>Damage caused by wear and tear, gradual deterioration, faulty or defective design.</p> <p>Damage caused by mechanical or electrical breakdown or derangement.</p> <p>Damage caused by acts of fraud or dishonesty.</p> <p>Damage caused by storm or flood to fences, gates and moveable property in the open.</p> <p>Damage caused by malicious persons or escape of water or oil in respect of any building which is empty.</p> <p>Empty buildings condition applies.</p> <p>Minimum Standards of Security applies.</p>
<p>Section 2 – Business Interruption (if selected)</p> <p>Financial compensation following interruption to the business as a result of an insured loss under Section 1 caused by accidental loss destruction or damage (including all defined perils).</p> <p>Defined perils: Fire, Lightning, Aircraft, Explosion, Earthquake, Riot, Malicious Damage, Storm, Flood, Escape of Water, Impact, theft.</p> <p>Optional cover for theft and subsidence.</p>	<p>Losses excluded under the Property Damage section.</p> <p>Damage caused by theft and subsidence.</p> <p>Loss caused by the deliberate act of a utility supplier.</p> <p>Certain optional extensions limited to Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.</p>

<p>Cover is available for:</p> <p>Gross Profit/Estimated Gross Profit, Gross Revenue/Estimated Gross Revenue, Additional Increase in Cost of Working, Rent Receivable, Additional Cost of Working, Book Debts</p> <p>Optional extensions available: Contract Sites, Essential Employees, Failure of Public Supply, Infectious Diseases, Public Utilities, Prevention of Access, Specified Customers/Suppliers, Storage Sites, Transit, Unspecified Customers/Suppliers.</p>	
<p>Section 3 – Goods in Transit (if selected)</p> <p>Damage to business property whilst in transit.</p> <p>Additional expenses incurred in transferring property to another vehicle, removing debris, reloading, and re-securing the property (limit of £5,000).</p> <p>Damage to clothing/personal effects (limit of £500).</p> <p>Damage to tarpaulins, ropes, sheets (limit of £1,000).</p>	<p>The excess shown in the schedule.</p> <p>Cover limited to Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland.</p> <p>Vehicle security requirements apply.</p> <p>Theft from unattended vehicles between 9pm and 6am unless vehicle is garaged in a locked building or compound.</p> <p>Damage caused by defective packing, disappearance or unexplained shortage.</p>
<p>Section 4 – Money and Assault (if selected)</p> <p>Loss of money pertaining to the business in transit, in the premises during business hours and in any bank night safe.</p> <p>Loss of non-negotiable money (for example crossed cheques) – standard limit £250,000.</p> <p>Money in the premises outside business hours, in unspecified locked safe £1,000 (not in locked safe £250).</p> <p>Assault - Bodily injury as a result of robbery or attempted robbery.</p>	<p>Money in transit limited to Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and subject to money carryings clause.</p> <p>Loss of money arising from the acts of dishonesty by an employee not discovered within 14 days.</p> <p>Assault limits of £10,000 in respect of death, loss of limb, loss of sight, or permanent total disablement. £100 per week (maximum of 104 weeks) for temporary total disablement.</p>
<p>Section 5 – Employers’ Liability (if selected)</p> <p>Provides protection for legal liability for damages and all costs up to a limit £10million within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man</p> <p>Extends whilst temporarily outside the above territories in the course of employment whilst engaged in non-manual work</p> <p>Covers private work carried out for directors or executives with the consent of the Insured</p> <p>Indemnity to principal</p> <p>Unsatisfied Court Judgements</p>	<p>Cover is for any one claim or series of claims arising out of one occurrence, all costs and expenses paid are included within the limit</p> <p>Offshore work (unless required by compulsory insurance regulations to make a payment in respect of Injury then the limit is restricted to £5million)</p> <p>Road traffic Act legislation</p> <p>Arising from the manufacture, production, storage or handling of asbestos or any materials containing asbestos</p>

<p>Health and Safety at Work Act and Corporate Manslaughter defence costs</p> <p>Cross liabilities clause</p> <p>Court attendance costs</p>	<p>Radioactive contamination</p> <p>Punitive, multiplied or exemplary damages</p> <p>Terrorism (other than the statutory limit of £5m under the EL section) and War</p>
<p>Section 6 – Public Liability and Products Liability (if selected)</p> <p>Applies within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. In respect of Products Liability, anywhere in the world (other than USA/Canada) for goods supplied by you</p> <p>Extends whilst temporarily elsewhere in the world whilst engaged in non-manual work in connection with the business</p> <p>Indemnity to principal</p> <p>Motor vehicles tool of trade risk</p> <p>Motor contingent liability</p> <p>Movement of obstructing vehicles</p> <p>Defective Premises Act</p> <p>Leased or rented premises</p> <p>Data Protection Act defence costs</p> <p>Consumer Protection Act and Food Safety Act defence costs</p> <p>Health and Safety at Work Act and Corporate Manslaughter defence costs</p> <p>Cross liabilities clause</p> <p>Court attendance costs</p>	<p>The policy excess as stated in your Policy Schedule in respect of loss of or damage to third party property</p> <p>Public Liability is for any one claim or series of claims arising out of one occurrence, which does not exceed in the aggregate the limit of indemnity stated in your Policy Schedule, but unlimited in the period of insurance. All costs and expenses are payable in addition to your insured limit</p> <p>Products Liability claims are limited in total to the limit stated in your Policy Schedule. All costs and expenses are payable in addition to your insured limit</p> <p>Pollution and contamination liability is excluded unless it is as a result of a sudden and unforeseen incident which takes place in its entirety at a specific time and place</p> <p>Goods manufactured sold supplied to USA/Canada</p> <p>Any losses arising out of your responsibilities under the Road Traffic Act</p> <p>Professional Indemnity</p> <p>Property in your care custody and control</p> <p>Contractual liability</p> <p>Arising out of hazardous (to human health) component building material</p> <p>Arising from the manufacture, production, storage or handling of asbestos or any materials containing asbestos</p> <p>Radioactive contamination</p> <p>Punitive, multiplied or exemplary damages</p> <p>Terrorism (other than the statutory limit of £5m under the EL section) and War</p>
<p>Section 7 All Risks (Specified Items) (if selected)</p> <p>Loss or damage to specified property at the premises or in defined geographical areas.</p>	<p>The excess shown in the schedule.</p> <p>While property is left in an unattended vehicle unless the vehicle is securely locked.</p> <p>Loss arising from wear and tear.</p> <p>Acts of dishonesty by employees.</p> <p>Unexplained disappearance.</p>

<p>Section 8 – Personal Accident (if selected)</p> <p>Accidental bodily injury to any principal, partner or director during the Operative Time of Cover causing death, loss of limb, sight, speech or hearing, or permanent total disablement.</p>	<p>Age limits 16-70.</p> <p>Injury resulting from participation in certain hazardous or sporting activities.</p> <p>Injury from aviation other than as a fare paying passenger.</p> <p>Injury sustained whilst under the influence of alcohol or drugs.</p>
<p>Section 9 – Directors and Officers Liability (if selected)</p> <p>Wrongful acts, including error, omission, misstatement, neglect or breach of duty made or committed by an Insured Director.</p>	<p>Loss arising out of any criminal, dishonest, fraudulent, wilful, intentional or malicious act or omission.</p> <p>Loss arising out of an employment practice violation.</p> <p>Loss arising out of any pending or prior litigation.</p> <p>Loss arising out of any legal action brought in a court within the United States of America or Canada.</p>
<p>Section 10 – Equipment Breakdown (if selected)</p> <p>Covers Accidents to Covered Equipment arising out of Breakdown, Electrical arcing, steam explosion or collapse and Operator Errors. (£5,000,000).</p> <p>Hazardous substances and contamination costs (£10,000).</p> <p>Accidental breakdown of computer equipment (£250,000).</p> <p>Reinstatement of data (£25,000).</p> <p>Increased Cost Of Working (£25,000).</p> <p>Business Interruption following breakdown of covered equipment. (£50,000).</p> <p>Temporary repair expenses in respect of covered equipment (£20,000).</p> <p>Hire of substitute equipment following a loss (£5,000).</p> <p>Storage tanks and loss of contents (£7,500).</p> <p>Loss avoidance measures (£5,000).</p> <p>Damage to own surrounding property following explosion or collapse of any steam boiler, steam generator, economiser, superheater, steam pipework or steam vessel. (£1,000,000).</p>	<p>Any covered equipment shown as not included in the description of covered equipment.</p> <p>Production and process equipment (this is available upon request and is not included in the standard cover).</p> <p>Any defect virus loss of data (other than as specifically insured under Reinstatement of Data) or other situation within media.</p> <p>Depletion, deterioration, corrosion, erosion, wear & tear or other gradually developing condition.</p> <p>Solidification or biological activity or spontaneous chemical reaction in the contents of tanks or materials being processed.</p> <p>Any amount recoverable under maintenance agreements, warranties or guarantees including any amount which would be recoverable but for breach of Your obligations under the agreement.</p> <p>Delay in resuming operations due to the need to reconstruct data, reinput data or programs onto media where backup conditions have not been fully met.</p> <p>Policy excess - As per the underlying Material Damage or Business Interruption excess Min £250.</p>
<p>Section 11 – Legal Expenses (if selected)</p> <p>Provides the insured's legal costs & expenses (and compensation awards under Insured Event 2) up to £100,000, for claims reported during the period of insurance for the following Insured Incidents.</p>	<p>It must always be more likely than not that your claim will be successful.</p> <p>You must report your claim during the period of insurance and as soon as you become aware of the circumstances that could lead to a claim.</p> <p>Unless there is a conflict of interest we will choose an appointed advisor until proceedings need to be issued or in any claim dealt with by an Employment Tribunal or the small claims court.</p>

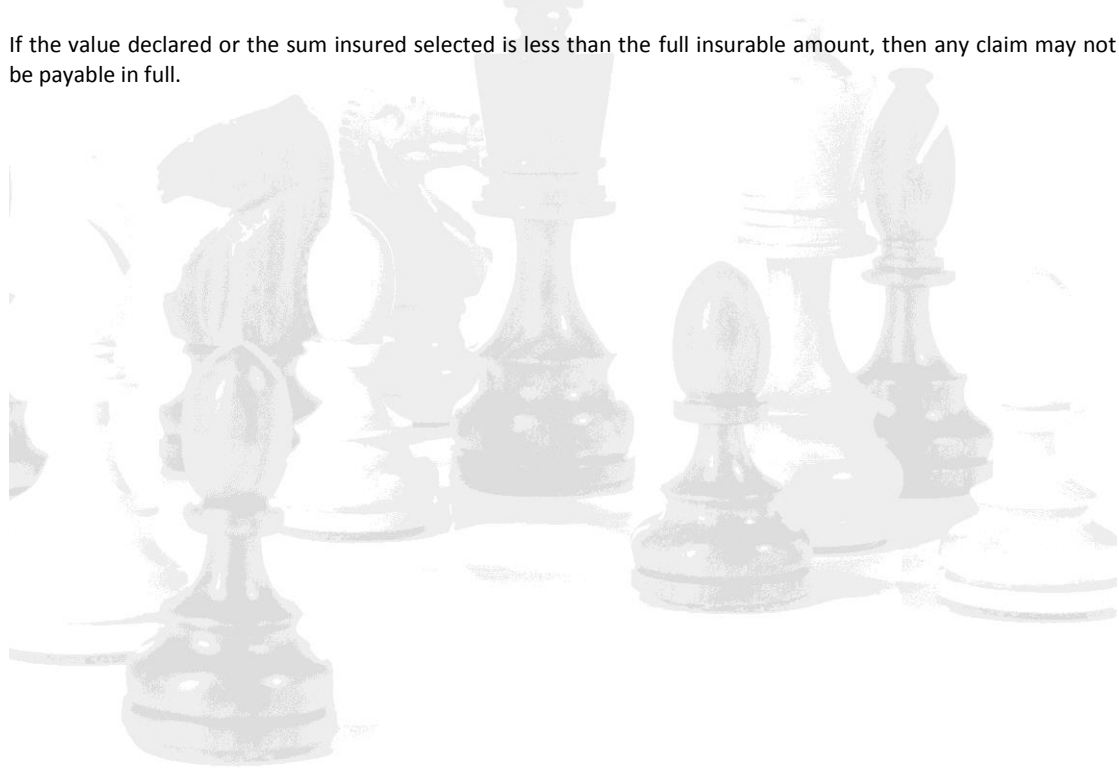
<p>Employment A dispute with a past, present, or prospective employee, arising from a contract of service and/ or breach of employment laws.</p> <p>Employment Compensation Awards A basic and compensatory award made against you by a tribunal, or an amount agreed by us to settle a dispute, where we have accepted your claim under Employment.</p> <p>Employment Restrictive Covenants A dispute with your employee or ex-employee which arises from a restrictive covenant in a contract of service with you or with another party who alleges that you have breached their legal rights protected by a restrictive covenant.</p> <p>Tax Protection An HMRC compliance check, formal aspect or full enquiry into your business' tax or dispute about VAT, including an appeal.</p> <p>Property An event which causes damage to your property, a public or private nuisance or trespass, and recovery or repossession of property from an employee or ex-employee.</p> <p>Legal Defence We will defend the insured</p> <ul style="list-style-type: none"> • in an investigation that could lead to prosecution • if criminal proceedings are brought • Directors and/or partners are covered to defend a motor prosecution which does not relate to the business. <p>Compliance & Regulation Appeal against a statutory notice issued against your business, or defence of a civil action brought under the Data Protection Act.</p> <p>Statutory Licence Appeal An appeal against a decision to alter, suspend, revoke or refuse to renew a statutory licence or registration.</p> <p>Loss of Earnings The insurer will pay loss of earnings if an insured has to attend court or tribunal for a claim under this policy or because they are called for Jury Service.</p> <p>Employees' Extra Protection Cover to:</p> <ul style="list-style-type: none"> • defend – an employee in civil proceedings brought for unlawful discrimination, or 	<p>Legal costs, expenses, and compensation awards incurred before we accept a claim.</p> <p>Pursuing an action other than an appeal.</p> <p>Any redundancy-related claim within 180 days of you taking out this policy.</p> <p>Legal costs to prepare for or represent you in internal grievance or disciplinary matters.</p> <p>Any claim for redundancy where you have not sought and followed our prior advice.</p> <p>Money due to an employee under a contract of service.</p> <p>Any claim where you have been negligent or have not met legal timescales.</p> <p>An investigation by the Specialist Investigations Branch of HM Revenue and Customs.</p> <p>Tax avoidance.</p> <p>Any claim where a contract exists between you and the third party.</p> <p>A parking offence.</p> <p>Pursuing an action other than an appeal.</p> <p>A Health and Safety Fee for Intervention.</p> <p>A condition, illness or disease that gradually develops over time.</p>
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<p>– a trustee of the company pension fund; • pursue a personal injury claim by an employee or a member of their family, or • represent your directors and/or partners who have fallen victim of identity theft.</p> <p>Crisis Communication Access to professional public relations support and crisis communication services to manage adverse media publicity and reputational exposure.</p> <p>Contract & Debt Recovery Cover for contract disputes and debt recovery actions relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services, providing the amount in dispute exceed £200.</p> <p>Business Legal Services website Visit our business legal services website at www.araglegal.co.uk and register using your voucher code to download legal documents that can assist you with day-to-day issues that affect your business. Access our online law guide. Many documents offer legal review services.</p> <p>Legal & Tax Advice The insured can use the legal advice service 24/7 and the tax advice service between 9am - 5pm weekdays.</p> <p>Crisis Communication helpline The insured can use this helpline at any time for advice about negative publicity or media attention</p> <p>Counselling Assistance The insured can use this telephone assistance service 24 hours a day, 365 days of the year.</p> <p>Territorial Limit</p>	<p>The maximum the insurer will pay is £10,000.</p> <p>Matters that should be dealt with through your normal complaints procedures.</p> <p>The sale or purchase of any land or buildings.</p> <p>Computer systems which have been supplied by you or tailored to your requirements.</p> <p>Breach of professional duty.</p> <p>Arbitration or adjudication.</p> <p>Some documents apply to England and Wales only. Many documents are free while others attract a modest charge.</p> <p>Legal review services are subject to a fee.</p> <p>We will not put any advice in writing. Legal advice will be restricted to business matters within EU law.</p> <p>Tax advice is restricted to UK tax regulations.</p> <p>The UK Channel Islands and the Isle of Man, except for Legal Defence, Compliance & Regulation and Contract & Debt Recovery where cover extends to Norway, Switzerland and the European Union.</p>
<p>Section 12 – Deterioration of Stock (if selected)</p> <p>Deterioration of stock in a frozen food cabinet, freezer, or cold store caused by change in temperature or by accidental leakage of refrigerant fumes.</p>	<p>The excess shown in the schedule.</p> <p>Loss from any freezer over 10 years old.</p> <p>Failure to correctly set temperature controls.</p>
<p>Section 13 – Loss of Licence (if selected)</p> <p>The reduction in the value of the interest in the property as a result of the loss of licence granted for the sale of excisable liquor.</p> <p>Standard limit of liability of £100,000.</p>	<p>Loss of licence arising from town or country planning redevelopment.</p> <p>Loss of licence arising from a change in the law.</p> <p>Where statutory compensation can be obtained for loss of licence.</p>

<p>Section 14 – Terrorism (if selected)</p> <p>Extension of cover for Sections 1, 2 and 7.</p> <p>Damage or loss to items insured under Sections 1, 2 and 7 caused by acts of Terrorism in Great Britain.</p>	<p>Terms, conditions and exclusions of Section 1, 2 and 7 will apply.</p> <p>Terrorism cover can not be purchased selectively. If Terrorism cover is required it must apply to all insured property.</p>
<p>For full details of the coverage You must read Your policy document.</p>	<p>For full details of all exclusions You must read Your policy document.</p> <p>Limits may apply to Your policy – these are shown in Your policy document and schedule.</p> <p>You may have to pay the first amount of any claim - the amount is shown in the schedule as the excess.</p>

The Policy is a complex document and contains a large number of specific terms relevant in specific circumstances, depending on the nature of the risks being insured and those extensions requested. The policy may also contain warranties describing actions that You must take or avoid for any cover to operate.

If the value declared or the sum insured selected is less than the full insurable amount, then any claim may not be payable in full.





Notifying a Claim

Sections 1-4 7-10 and 12-14

In the first instance claims should be notified to

Davies Managed Systems,
2nd Floor,
East Court,
Riverside Park,
Stoke-on-Trent ST4 4DA.
Tel: 0844 856 2338
Fax: 0844 856 2005

Please provide Your policy number and as much information as possible about the claim

Sections 5 and 6 Employers Liability and Public and Products Liability

Your claims will be dealt with by
Faraday Reinsurance Co. Limited
5th Floor Corn Exchange
55 Mark Lane
London EC3R 7NE
Telephone: +44 (0)207 707 3333
Fax: +44 (0)207 264 4619

Your claims should be notified to Your Insurance Broker.

If You encounter any difficulties in reporting Your claim please contact Our claims manager by Email:
Jay.Dines@faraday.com

Legal Expenses Claims

If you are considering carrying out a redundancy, you must notify us as soon as possible. You must never instruct your own lawyer or accountant as we will not pay their costs and it could invalidate your cover.

You can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning 0117 917 1698 or online at www.arag.co.uk/newclaims

Policy Limits

Higher Limits may be available on request. Please ask Your Insurance Broker for details.

Please Read the Policy

Please read the policy and the policy schedule carefully and make sure that it meets Your needs and that You understand its terms, conditions, limits and exclusions.

If You wish to change anything or if there is anything You do not understand please notify Your Insurance Broker. If You fail to notify us of any changes You require, Your policy may not operate fully.

Cancellation of this policy

You may cancel the policy at any time, although we reserve our rights on refunding any premium depending on how long the policy has been in force and if You have made a claim on this policy. To exercise Your right to cancel, contact the Broker who arranged this cover for You.

You have no cancellation rights under Sections 5 and 6.

Complaints Procedure

If Your complaint relates to Sections 5 or 6 You should contact:

Faraday Reinsurance Co. Limited

5th Floor Corn Exchange
55 Mark Lane
London EC3R 7NE

Faraday will handle Your complaint as follows:

They will acknowledge within five working days and advise You of the name and title of the person who is handling Your complaint.

They will deal with Your complaint as quickly as possible and aim to provide You with a formal response within twenty working days of receipt of the complaint. If compensation or redress is appropriate they will provide details with their response. If they feel Your complaint is not justified full reasons for their decision will be provided to You.

If they are unable to resolve Your complaint within twenty working days they will write to You and explain why they have been unable to resolve the issue. They will also advise You when You can expect to receive their final response.

If You remain dissatisfied You have the option of contacting the Financial Ombudsman Service. Their address is:

South Quay Plaza
183 Marsh Wall
London E14 9SR
Tel: 08000 234 567

Their response to Your complaint will always provide You with a copy of the Financial Ombudsman Service explanatory leaflet

If Your Complaint relates to any other Section any complaint that You may have should in the first instance be addressed to the Broker who arranged this cover for You.

Please quote Your policy number in all correspondence so that Your complaint may be dealt with speedily.

If Your Insurance Broker is unable to resolve the complaint to Your satisfaction by close of business the following day and Your complaint relates to a claim then You should contact:

If Your complaint relates to Sections 1-4, 7-9 or Sections 12-14 You should contact:
The Complaints Manager

ERGO Versicherung AG, UK Branch

4th Floor
35 Newhall Street,
Birmingham,
B3 3PU
Phone 0121 200 5822
Fax 0121 236 2889

If Your complaint relates to Section 10 – Equipment Breakdown You should contact:

The Group Operations Manager
HSB Engineering Insurance Limited
Chancery Place,
50 Brown Street,
Manchester
M2 2JT
Phone 0845 345 5510
Fax 0845 345 5610
E Mail complaints@hsbeil.com

If Your complaint relates to Section 11 – Legal Expenses You should contact:

Customer Relations Department
ARAG plc,
9 Whiteladies Road,
Clifton,
Bristol,
BS8 1NN
Phone: 0117 917 1561
Email: customerrelations@arag.co.uk

If Your Insurance Broker or Insurers remain unable to resolve the complaint to Your satisfaction then You may also have the right to refer Your complaint to:

The Financial Ombudsman Service

South Quay Plaza,
183 Marsh Wall,
London,
E14 9SR
Phone 08000 234 567

Further information is available from them and on www.financial-ombudsman.org.uk

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Compensation

R&Q MGA Limited, ERGO Versicherung AG, UK Branch, Arch Insurance Company (Europe) Ltd, Faraday Reinsurance Co. Limited, HSB Engineering Insurance Limited, ARAG plc and Brit Syndicate 2987 at Lloyd's are all covered by the Financial Services Compensation Scheme (FSCS). This means that You may be entitled to compensation from the scheme in the unlikely event that they cannot meet their obligations. Further details can be obtained from FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or www.fscs.org.uk

Policy Duration

The policy has a 12 month period of insurance (unless shown differently on Your policy Schedule), and is annually renewable.

Financial Services Register

The Financial Services Register can be checked by visiting the Financial Conduct Authority website on www.fca.org.uk or by calling 0800 111 6768

Data Protection

The defined terms used in this Policy shall have the meaning given to those terms in the Data Protection Act 1998 (as may be amended from time to time).

In the course of providing insurance services to You, the Insurers may have access to Personal Data. You warrant that it shall have obtained all necessary authorisations and approvals from Data Subjects prior to disclosing any Personal Data to the Insurers (whether such disclosure is made directly by You to the Insurers or indirectly by You to any agent acting on behalf of You or the Insurers). You shall be the Data Controller of any Personal Data provided to it.

The Insurers undertake that they shall only use any Personal Data provided to them for the purposes of performing their services in connection with its contract of insurance with You. This will include the processes of underwriting, administration and claims assessment as well as any necessary services ancillary thereto.

The Insurers will hold all Personal Data provided to them securely and shall limit access to such Personal Data to those who have a need to see it. You hereby consent to the Insurers sharing any Personal Data provided to them with their group companies, agents, reinsurers, claims handlers, loss adjusters, medical professionals and other professional advisors, healthcare management companies and any other necessary service providers with whom the Insurers contract in connection with the contract of insurance between You and the Insurers.

You acknowledge that the Insurers may be required as a matter of law or regulation to disclose Personal Data provided to it to a Court of law or regulatory body such as the Financial Conduct Authority or any other public body or authority of competent jurisdiction and You hereby consents to any such disclosure.

You acknowledge that the insurance industry maintains certain registers for the purposes of fraud prevention and hereby consents to the Insurers sharing Personal Data provided to them with fraud prevention agencies and other insurance companies for the purposes of fraud prevention and to validate your claims history.

