

# Commercial Guard – Commercial Choice Policy Summary

This is a summary of the cover available under the Ageas Commercial Choice policy. It 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 agent. The policy is an annual insurance contract underwritten by Ageas Insurance Limited.

The covers available for selection are:

- Property
- Loss of Income
- Liability
- Property in Transit
- Legal Expenses

The covers you select will be shown as being operative on the schedule.

For Legal Expenses, please refer to the separate Business Legal Guard policy summary for further details of the significant features and benefits and significant or unusual exclusions or limitations.



### Significant Features and Benefits

Cover	Maximum Limit
Property – options to include any or all of the following:	Sums insured selected (unless otherwise
Buildings	shown)
Buildings cover automatically includes the following extensions:	
- Contracting Purchaser	
- Mortgagee, Freeholder or Lessor	
- Underground Services	
- Public Authorities	15% of reinstatement cost for undamaged
	portions
- Theft of Building	£25,000 any one period of insurance
<ul> <li>Tenants' Improvements</li> <li>Loss of Rent (rent payable)</li> </ul>	
General Contents	
Computer Equipment	£25,000 unless an increased amount is
	requested
Contents of Common Areas	
Landlord's Contents	
Guests' Personal Belongings	
• Stock	
Target Stock (see page 15 of the policy wording)	
Shopfronts     Deterioration of Pefrigerated Stock	
<ul> <li>Deterioration of Refrigerated Stock</li> <li>Household Contents</li> </ul>	
Personal Possessions	
Specified Property	
(choice of either premises only/United Kingdom, Channel Islands and the Isle	
of Man/Europe or Worldwide)	
Employee Dishonesty	
Terrorism	
The following covers are provided automatically:	
<ul> <li>Glass, Blinds and Signs</li> <li>External glass/Internal window displays/Lettering/Alarm foil</li> </ul>	Cost of repair/replacement
- Internal fixed glass	
- External blinds	£2,500
- Sanitaryware/External signs	
Business Money	
<ul> <li>In the premises (during business hours)</li> </ul>	£5,000
- In a locked safe/strongroom at the premises (outside business hours)	£3,000
- In transit to and from the premises/bank night safe	£5,000
<ul> <li>Unattended/outside business hours and not in a locked safe or strongroom or in the private residence of the policyholder/director/partner or authorised</li> </ul>	£500
employee	
- In cash operated machines	£500
Cover for business money in:	
- an unattended building and secured in a locked, specified safe or	
- an ATM	
is also available on request	
Machinery and Computer Equipment Breakdown	Covered equipment (other than computer
	equipment) £1,000,000 any one accident Computer equipment £100,000 any one
	accident (£5,000 in respect of portable
	computer equipment)
Assault by Thieves	Death/Permanent Total Disablement/
-	Loss of Limbs, Eyes, Hearing or Speech
	£10,000
	Temporary Total Disablement £100 per
	week up to 104 weeks

Cover	Maximum Limit
Cover under the Property Section automatically includes the following extensions:	
Trace and Access	£25,000 any one period of insurance
Clearing of Drains	£10,000 any one period of insurance
Workmen	
Loss of Oil and LPG	£25,000 any one period of insurance
Metered Water and Gas Charges	£10,000 any one period of insurance
Fire Extinguishment Expenses	£25,000 any one period of insurance
Contracting Purchaser	
Theft of Keys	£5,000 any one period of insurance
Damage by Emergency Services	£25,000 any one period of insurance
Seasonal Increase	25% uplift to stock/target stock sum
	insured
Exhibitions, Trade Shows and Conferences	£10,000 any one period of insurance
Expediting Expenses	£20,000 any one period of insurance
Hire of Substitute Item	£10,000 any one period of insurance
Costs of Reinstating Data	£50,000 any one period of insurance
Third Party Storage Locations	£10,000 any one location/£20,000 in total
Temporary Removal of General Contents	10% of the general contents sum insured
	or £100,000 whichever is lower in any one
	period of insurance
Contract Works	£25,000 any one period of insurance
Loss of Income	Sums insured selected (unless otherwise
Select from either:	shown)
Gross Profit	
Gross Revenue	
Increase in Cost of Working	
Declaration linked basis available for gross profit and gross revenue	
Cover automatically includes:	
Terrorism (if selected under the Property Section)	
Machinery and Computer Equipment Breakdown	Covered equipment (other than computer
	equipment) £100,000 any one accident
	Computer equipment £50,000 any one
	accident
Options to also include any or all of the following:	
Rent Receivable	
• Additional Increase in Cost of Working (only if gross profit or gross revenue	
basis is selected)	
Cost of Alternative Accommodation	
Loss of Licence (alcohol/entertainment/late night refreshments)	
Cover automatically includes the following extensions:	
Accountants' and Auditors' Charges	
Documents	
Denial of Access	
Public Utilities	
Loss of Book Debts	£50,000
Claim Preparation Costs	£25,000 (only provided where the costs of
	the claim exceeds £50,000)
If a gross profit or gross revenue basis is selected, the following extensions are	
also provided:	6100 000
Unspecified Customers	£100,000
Unspecified Suppliers     Third Party Storage Locations	£100,000
Third Party Storage Locations     Property in Transit	£50,000
Property in Transit     Diseases (Premises) Poisoning Vermin Defective Drains, Murder or Suicide	£25,000
<ul> <li>Diseases (Premises), Poisoning, Vermin, Defective Drains, Murder or Suicide</li> <li>Exhibitions, Trade Shows and Conferences</li> </ul>	£100,000
	I

Cover	Maximum Limit
<ul><li>Liability</li><li>Public and Products Liability</li></ul>	Select from £1,000,000, £2,000,000 or £5,000,000 Products Liability limit of indemnity also
<ul><li>Cover automatically includes:</li><li>Pollution or Contamination (including cover for legionellosis)</li></ul>	applies to any one period of insurance The Public Liability limit of indemnity (also applies to any one period of insurance)
• Terrorism	£2,000,000 or the Public Liability limit of indemnity whichever is lower
<ul> <li>Cover automatically includes:</li> <li>Indemnity to Principal</li> <li>Indemnity to Directors, Partners and Employees</li> <li>Cross Liabilities</li> <li>Legal defence costs for liability incurred under: <ul> <li>Corporate Manslaughter and Corporate Homicide Act 2007</li> <li>Health and Safety at Work etc. Act 1974</li> <li>Food Safety Act 1990</li> <li>Consumer Protection Act 1987</li> </ul> </li> <li>Data Protection</li> </ul>	
Court Attendance	£500 per day (£250 for employees)
<ul> <li>Options to also include cover for:</li> <li>Treatment – eligible trades may also include cover for any of the following treatments: <ul> <li>Beauty</li> <li>Hairdressing</li> <li>Sunbed (or any other UV tanning equipment)</li> <li>Ear or Nose Piercing*</li> <li>Hair Removal</li> <li>Sauna and Turkish Baths</li> <li>Electromechanical Slimming</li> <li>Pet Grooming</li> </ul> </li> <li>* Ear or nose piercing is automatically included if Hairdressers' or Beauty Treatment is selected</li> <li>Work Away</li> <li>Exports to the United States of America or Canada (subject to our approval)</li> <li>Financial Loss</li> </ul>	
Employers' Liability	£10,000,000
<ul> <li>Employers' Liability cover automatically includes:</li> <li>Terrorism</li> <li>Legal defence costs for liability incurred under: <ul> <li>Corporate Manslaughter and Corporate Homicide Act 2007</li> <li>Health and Safety at Work etc. Act 1974</li> </ul> </li> <li>Unsatisfied Court Judgments</li> </ul>	£5,000,000
<ul> <li>Option to also include cover for:</li> <li>Injury to a Working Partner or Proprietor (available to: <ul> <li>sole proprietors with at least one employee or</li> <li>partnerships)</li> </ul> </li> <li>Work Away</li> </ul>	£10,000,000
<ul> <li>Property in Transit</li> <li>Select from either or both of the following:</li> <li>Own Vehicles <ul> <li>(choice of either the United Kingdom, Channel Islands and the Isle of Man or Europe)</li> </ul> </li> <li>Road Hauliers, Rail or Post <ul> <li>(United Kingdom, Channel Islands and the Isle of Man)</li> </ul> </li> </ul>	Sums insured selected
<ul><li>Cover automatically includes:</li><li>Terrorism (if selected under the Property Section)</li></ul>	

## Significant or Unusual Exclusions or Limitations

Section or Sub-Section	Exclusion or limitation
Property Section	<ul> <li>Cover applies to the premises only unless otherwise shown</li> <li>Escape of water from any water or drainage system or of oil from any fixed oil fired heating installation, damage by malicious persons, theft or attempted theft in any building which is unoccupied</li> <li>Theft or attempted theft from any garden, yard or open space or theft or attempted theft that does not involve forcible and violent entry or exit from a building or actual or threatened assault or violence</li> <li>Damage to certain types of property (see page 38 of the policy wording)</li> <li>Terrorism (unless otherwise shown on the schedule)</li> <li>Manufacturing, production or process equipment (including linked computer equipment) is excluded under the Machinery and Computer Equipment Breakdown sub-section.</li> <li>You will be required to pay the first 20% or the first £500, whichever is greater, in respect of any one claim where your freezer, refrigerator, cabinet, cold room or store room is more than 15 years old at the time of damage or is more than two years old and is not subject to an annual inspection and maintenance condition</li> <li>Minimum security and fire extinguisher requirements apply</li> <li>Conditions include: <ul> <li>cellars and basements (10 centimetre stillage required for stock and customers' goods)</li> <li>intruder alarm (if alarm details are shown on the schedule)</li> <li>waste storage and removal</li> <li>portable heating (restricted to office areas only and using electric convector or electric fan heaters and no other)</li> <li>electrical installation inspection and testing</li> </ul> </li> </ul>
Loss of Income Section	<ul> <li>Failure in public utility supplies lasting less than 24 consecutive hours</li> <li>A maximum indemnity period of three months applies to the Diseases, Poisoning, Vermin, Defective Drains, Murder or Suicide extension</li> <li>Terrorism (unless otherwise shown on the schedule)</li> </ul>
Liability Section All sub-sections	<ul> <li>Any work in, on or from or travel to, from or between any offshore installation or support vessel</li> <li>Work at certain locations (see page 56 of the policy wording)</li> <li>Work away from own premises (other than the delivery or collection of goods or money to or from the premises, clerical, sales or administrative work or participation in exhibitions, trade shows or conferences as an exhibitor or attendee) is excluded unless selected as an optional cover. Where it is selected, manual work outside of Europe is excluded. The duration of work overseas must not exceed six months during the period of insurance and cover only applies in respect of policyholders or employees normally resident in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man</li> <li>Mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos</li> <li>HSE intervention fees and costs and expenses in connection with remedial orders or publicity orders</li> </ul>
All sub-sections except Employers' Liability	<ul> <li>Liquidated, exemplary, punitive or multiplied damages or fines or penalties</li> <li>Contractual liability</li> <li>Injury to employees of the policyholder arising out of their employment</li> <li>Defective design, plan, formula or specification of products supplied or out of technical, professional or remedial instruction or advice if given for a fee or if a fee would normally be charged or a failure to give advice or treatment or any lack of professional skill</li> <li>Treatment cover is excluded unless otherwise shown on the schedule. If selected, cover applies to those treatments specified in the policy wording or by endorsement to the schedule only</li> <li>Costs of making good, replacing or reinstating defective work</li> <li>Legionellosis cover is on a claims made basis</li> <li>Conditions apply in respect of:     <ul> <li>the use or application of heat away from the premises (if this cover is operative)</li> <li>the use of bona-fide subcontractors</li> <li>legionellosis precautions</li> </ul> </li> </ul>

Section or Sub-Section	Exclusion or limitation
Employers' Liability Sub-Section only	<ul> <li>Injury for which insurance or security is required under road traffic legislation</li> <li>Use of wood-working machinery (unless wood-working machinists' wages are shown on the schedule)</li> </ul>
Public Liability Sub-Section only	<ul> <li>Damage to property worked on where the damage is as a direct result of the work undertaken</li> <li>Damage to property held in trust or belonging to, or in the custody or control of the policyholder</li> <li>Liability arising from or in connection with products supplied after they have ceased to be in the custody or control of the policyholder (other than food or drink supplied to the policyholder's non-paying guests)</li> <li>The application or use of heat away from the premises (unless otherwise shown on the schedule)</li> </ul>
Products Liability Sub-Section only	<ul> <li>Liability arising from or in connection with products supplied whilst in the custody or control of the policyholder</li> <li>Products supplied knowingly directly or indirectly to the United States of America or any territory within its jurisdiction or to Canada (unless shown on the schedule)</li> <li>Costs of recalling, removing, repairing, rectifying, replacing, reapplying or guaranteeing products supplied</li> <li>Making up or prescribing or dispensing or repackaging of any drug, medicine or medical preparation</li> <li>Certain high risk applications (see page 53 of the policy wording for details)</li> </ul>
Property in Transit Section	<ul> <li>Certain types of damage (see page 59 of the policy wording for details)</li> <li>Theft or attempted theft from an open topped, open sided or curtain sided vehicle</li> <li>Theft or attempted theft from own vehicles not accompanied by forcible and violent entry to or exit from a vehicle or actual or threatened assault or violence or use of force against the driver or passenger</li> <li>Theft or attempted theft of property from own vehicles when left in an unattended vehicle unless the vehicle is securely locked with any alarm and immobiliser set to be fully operational and all keys or devices used to unlock the vehicle removed from the vehicle</li> <li>Theft or attempted theft from own vehicles between 21:00hrs and 06:00hrs when left in an unattended vehicle unless the vehicle is securely locked. The vehicle must also be stored in a locked and secure building or parked in a secure compound</li> <li>Stops during transit are limited to 24 hours whilst in a vehicle or 48 hours if the property is stored in a securely locked building</li> </ul>
General Exclusions or Limitations (Some of these do not apply to the whole policy - please refer to the policy wording for further details)	<ul> <li>Excesses</li> <li>Radioactive Contamination</li> <li>War</li> <li>Damage to property or data in Northern Ireland caused by riot or civil commotion (damage arising from labour disturbances or acts of malicious persons is also excluded unless caused by fire or explosion)</li> <li>Terrorism (except as provided under the Liability Section or as selected under the Property and Loss of Income Sections)</li> <li>Electronic Risks</li> <li>Pollution or Contamination (except as provided in the policy wording – see page 18)</li> <li>Asbestos</li> <li>Sanctions</li> <li>Government or Public Authorities</li> </ul>

### Cancellation

During the first period of insurance, you have the right to cancel this policy within 14 days of receipt of the policy wording and schedule, or the inception date of this policy whichever is the later, by writing to us or alternatively by contacting your agent to confirm cancellation. Cancellation will take effect from the date that your cancellation instructions are received. Provided no claim has been made and there has been no incident known to you prior to cancellation which may give rise to a claim, you will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before we can deal with the claim. We will only deal with claims occurring during the period commencing on or after inception up to the cancellation of the policy.

You may cancel the policy at any other time by writing to us or alternatively by contacting your agent to confirm cancellation. Please refer to page 19 of the policy wording for full details of the cancellation procedure.

#### How to make a claim

If you need to make a legal expenses claim and this section is shown as being operative on the schedule, please refer to the separate Business Legal Guard policy wording for details. For all other claims please contact our commercial claims department on **0345 122 3283**. The line is open 24 hours a day, 365 days a year. Alternatively, you can write to us at the address shown under the How to make claim section of your policy wording. Please refer to page 6 of the policy wording for full details.

#### How to make a complaint

Should there ever be an occasion where you need to complain, we will do our best to address this as quickly and fairly as possible. If your complaint is about the way the policy was sold to you, please contact your agent to report your complaint. If you have a complaint regarding your claim, please telephone us on the number shown in your claims documentation. Alternatively, for claims or any other type of complaint, you can also write to us at Customer Services Adviser at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or email us through our website at **www.ageas.co.uk/make-a-complaint**.

If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service. For eligibility criteria details please refer to page 7 of the policy wording.

The Financial Ombudsman Service is an impartial complaints service which is free for customers to use. Taking your complaint to the Ombudsman does not affect your right to take your dispute to the courts. You can find out more about how to complain to the Ombudsman online at **www.financialombudsman.org.uk**. Alternatively you can write to them at Financial Ombudsman Service, Exchange Tower, London, E14 9SR or phone them on **0800 023 4567**.

#### **Financial Services Compensation Scheme**

Should we be unable to meet our liabilities you may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of your business and the circumstances of the claim. Further information is available from the Financial Services Compensation Scheme. Their telephone number is **0800 678 1100** or **020 7741 4100**. Alternatively, more information can be found at **www.fscs.org.uk**.

To make a claim, call 0345 122 3283 Please save this number to your mobile phone

#### Ageas Insurance Limited

*Registered address* Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

www.ageas.co.uk

Registered in England and Wales No 354568

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039.

