

Commercial Guard – Leisure

Policy Summary

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This is a summary of the standard cover available under the Fortis Leisure Insurance policy. The summary does not include all the policy benefits, limits and exclusions; full terms and conditions can be found in the policy wording, a copy of which is available from your insurance adviser on request. The policy, and not this summary, is the basis of the contract of insurance.

Fortis Commercial Guard Leisure Policy

The Leisure Insurance Policy is an annual insurance contract that gives cover for business insurances and the additional option to provide household covers. The policy is underwritten by Fortis Insurance Limited, with the exception of the Legal Expenses section which is underwritten by DAS Legal Expenses Insurance Company.

The cover may be varied to meet your individual needs and any variations from standard will be detailed in any quotation given and thereafter in the policy schedule. In certain circumstances you may opt for a period of insurance that is greater than one year, if you do so you are advised to review your cover

periodically. The sums insured you choose must represent the full values at risk; if they do not, payments may be reduced in the event of a claim.

Refer to your insurance adviser for full advice on your sums insured and cover requirements.

The Leisure policy has specified sections and sub-sections of cover. Some of these are standard and are applied automatically and others are optional and can be included at your request. This policy summary is set out following the available sections of cover in the policy wording.

Section 1

Material Damage (Standard Cover)

The insurance includes the following covers, which are as defined in the Cover Causes section of the policy wording.

- Fire, lightning or explosion
- Specified perils
- Theft or attempted theft
- Accidental damage

Principal Cover and Benefits of Section 1

These standard cover limits may be varied on request

	Property Covered	Maximum Amount Payable
Buildings* (Optional Cover)	The structure of your business premises including outbuildings which are attached to the main buildings, and incombustible detached buildings in the vicinity of the main buildings; also walls, gates and fences, swimming pools, car parks, roads, children's play areas and landlord's fixtures and fittings, (but not carpets or glass, blinds and signs) plus professional fees.	The sum insured selected
Stock (Optional Cover)	Stock you own or are responsible for.	The sum insured selected
Trade Contents (Standard Cover)	Business contents (other than stock), you own or are responsible for, including: <ul style="list-style-type: none"> • Wines, spirits, cigarettes or tobacco (kept for entertainment purposes only) • Personal effects, clothing, pedal cycles, and tools belonging to directors, partners or employees • Computers and Computer Records • Garden furniture, ornamental stone and fountains • Challenge cups, trophies, club memorabilia • Curios, pictures, works of art and antiques • Gold or silver tableware and fittings 	The sum insured selected Up to £500 Up to £500 per person Up to £10,000 Up to £5,000 Up to £2,500 for any item and £10,000 in total Up to £2,500 for any item and £10,000 in total Up to £500 for any item and £5,000 in total
Guests' Effects (Optional Cover)	Personal belongings and effects of guests subject to a maximum limit shown in the policy schedule for any one guest	The sum insured selected

* Landlord's fixtures and fittings in isolation and tenants' improvements can also be insured on request.

Glass, Blinds and Signs (Standard Cover)

Covers damage to the following items for the limits shown:

	Maximum Amount Payable
<ul style="list-style-type: none"> External glass and property in a display window caused by breaking glass 	Cost of repair or replacement
<ul style="list-style-type: none"> Fixed plate glass (including mirrors and showcases) inside the premises 	Cost of repair or replacement
<ul style="list-style-type: none"> External signs 	Cost of repair or replacement
<ul style="list-style-type: none"> Sanitary ware 	Cost of repair or replacement
<ul style="list-style-type: none"> External blinds and canopies 	£2,500
<ul style="list-style-type: none"> Boarding up and reinstating intruder alarm systems 	Reasonable cost

Money (Standard Cover)

Covers loss or damage to business money and safes, strong rooms, tills and stamp franking machines for the following limits:

	Maximum Amount Payable
Business money other than crossed cheques, crossed money orders, crossed postal orders, credit company sales vouchers, and VAT purchase invoices: <ul style="list-style-type: none"> In the buildings during business hours or in a bank night safe or in transit from the premises to the Insured's bank In gaming or vending machines At the residence of the Insured or an employee In the building whilst unattended or outside business hours and not secured in a locked safe In the building whilst left unattended or outside business hours and secured in a locked safe (higher limits may be available depending on your safe) 	£5,000 £500 (in total) £500 £500 £2,000
Crossed cheques, crossed money orders, crossed postal orders, credit company sales vouchers, and VAT purchase invoices	£250,000
Safes, strong rooms, tills and stamp franking machines	Cost of repair/replacement

Malicious Attack (Standard Cover)

Pays compensation in accordance with the following table of benefits in the event of injury to the Insured or an employee resulting from assault with the intent of theft of money or insured property.

	Maximum Amount Payable
Death within 12 months	£10,000
Loss of limbs/eyes within 12 months	£10,000
Permanent total disablement within 12 months	£10,000
Temporary total disablement (for up to 104 weeks)	£100 per week
Incurred medical expenses	£250 maximum limit per occurrence
Damage to clothing or personal effects	£500 per person

All Risks (Optional Cover)

	Maximum Amount Payable
Specified items whilst away from the premises, but remaining within the territorial limits shown in the schedule	The sum insured selected

Computer Breakdown (Optional Cover)

	Maximum Amount Payable
Damage to computers at the premises, loss of information stored on the computers and costs of reinstating onto computers information lost as a result of insured damage	Up to the sum insured selected
Damage to computer records at the premises, loss of information stored on the computer records and costs of reinstating into computer records information lost as a result of insured damage	Up to the sum insured selected
Increased cost of working following insured damage	Up to the sum insured selected
Costs of removal of computers which have suffered insured damage	Up to £2,500
Temporary repair of computers	Up to £2,500
Modification of computers or computer records to achieve compatibility with replacement equipment	Up to £5,000
Additional rental costs where the computers insured are leased	Up to £5,000

Deterioration of Stock (Standard Cover)

Deterioration or putrefaction of stock in freezer or refrigeration cabinets resulting from:

	Maximum Amount Payable
Breakdown or failure of the plant or damage including the non-operation of any thermostatic or automatic device controlling it	Up to £2,500
Accidental failure of public authorities' supply	Up to £2,500
Escaping refrigerant or refrigerant fumes due to any accidental cause	Up to £2,500

Household Contents (Optional Cover)

	Maximum Amount Payable
Household contents in residential accommodation at the premises belonging to the policyholder or the Family	The sum insured requested
Personal money belonging to the Insured or the Family	£500

Personal Possessions (Optional Cover)

This option can only be taken if household contents are also insured.

	Maximum Amount Payable
Personal possessions of the Insured or the Family whilst: <ul style="list-style-type: none"> • anywhere in the United Kingdom, Channel Islands or the Isle of Man; or • abroad for up to 60 days in total in any one period of insurance 	Up to the sum insured selected

Playing Surfaces and Greens (Optional Cover)

	Maximum Amount Payable
Damage to playing surfaces and greens caused by: <ol style="list-style-type: none"> (a) fire and lightning (b) malicious persons other than players (c) straying cattle, sheep or horses (d) falling trees and branches 	Up to the sum insured selected

Property in the Open (Optional Cover)

	Maximum Amount Payable
Property in the open at the premises comprising nets, screens, and other sports equipment, flood lights and irrigation equipment, ground maintenance equipment or any other property as specified on the schedule	Up to the sum insured selected

Fidelity Guarantee (Optional Cover)

	Maximum Amount Payable
Loss of property or money from an act of fraud or dishonesty by a person insured	Up to £25,000

Principal Cover Extensions to Section 1

The following are additions to cover that are included as standard with cover taken under Section 1 so do not need to be additionally requested to be included:

- Debris Removal
- Damage by Emergency Services
- Capital Additions
- Loss of Metered Water
- Trace and Access
- Clearing of Drains
- Loss of oil and LPG
- Leakage of Beverages
- Changing Room Contents
- Temporary Removal
- Index linking
- Theft of Keys
- Underground Services
- Exhibitions
- Automatic Seasonal Increase

Please refer to Section 1 of the policy wording for the full details of cover provided by these Extensions.

Principal Exclusions to Section 1

- Detached outbuildings unless incombustible and in the vicinity of the main building or specified in the schedule
- Theft of property in any outbuilding unless there has been entry to or exit from the building by forcible and violent means
- Theft from any garden, yard or open space, unless specified on the schedule
- Theft by any person lawfully on the premises unless there has been entry to or exit from the buildings by forcible and violent means or the premises are used to provide overnight accommodation for paying guests
- Theft, riot, malicious damage or escape of oil or water or sprinkler leakage when the premises are unoccupied
- Storm or flood damage to fences, gates and moveable property in the open or open sided buildings
- Accidental damage to articles of a brittle or fragile nature
- Damage to stock if kept in a basement or cellar unless it is kept on racks or shelves at least 30cm above floor level
- Wear, tear, depreciation, loss of use, scratching, rust or other gradually operating cause, mechanical or electrical breakdown
- Breakage or damage of glass arising from repairs or alterations to the premises or in unoccupied premises
- Loss of money from unattended vehicles
- The first amount, as detailed in the quotation or schedule, of any claim

Please refer to Section 1 of the policy wording for the full details of all the Exclusions.

Section 2

Business Interruption (Standard Cover)

Principal Cover and Benefits of Section 2

Covers loss as a result of interference or interruption with the business in consequence of damage to property insured by Section 1 for which liability has been admitted. Standard cover is detailed below.

Cover	Indemnity Period	Maximum Amount Payable
Loss of net revenue and increased cost of working (Standard Cover)	12 months	£250,000
Loss of rent receivable in consequence of insured damage to the buildings (Optional Cover)	12 months	The sum insured requested
Increased cost of working as a consequence of insured damage to computers or loss of information from computers (Optional Cover)	12 months	The sum insured requested
Cost of alternative accommodation (Standard Cover)	12 months	£10,000
Loss of Premises Licence or Club Premises Certificate (Optional Cover)	12 months	£100,000

Other indemnity periods and sums insured can be considered on request.

Principal Cover Extensions to Section 2 included as standard

The following are additions to cover that are included as standard with cover taken under Section 2 so do not need to be additionally requested to be included:

- Denial of Access
- Public Utilities (Terminal Ends)
- Loss of Book Debts
- Customers
- Suppliers
- Transit
- Notifiable Diseases/Defective Drains

Please refer to Section 2 of the policy wording for the full details of cover provided by these extensions.

Section 3

Liabilities

Principal Cover and Benefits of Section 3

These standard limits may be varied on request

Covers legal liability to pay compensation in the event of accidental injury or damage to property arising in connection with the ownership of the premises or in the course of the business, as detailed below.

	Cover	Maximum Amount Payable
Employer's Liability (Standard Cover)	Injury to employees in the course of their employment by you	£10,000,000 for any one event
Public Liability (Standard Cover)	Compensation to members of the public in the event of accidental injury, damage to property or obstruction, trespass, nuisance, or interference with any right of air, light or water	£2,000,000 for any one event
Product Liability (Standard Cover)	Injury or damage to property arising out of products supplied	£2,000,000 for any one event and per period of insurance
Work Away (Optional Cover)	Employer's and Public Liability covers can be extended to provide cover for work anywhere within the United Kingdom, Isle of Man or Channel Islands	£2,000,000 for any one event
Treatment (Optional Cover)	Liability for injury arising out of specified hair and beauty treatments	£2,000,000 for any one event

In each case claimant's costs and expenses and legal costs and solicitor's fees are payable.

Principal Cover Extensions to Section 3

The following are additions to cover that are included as standard with cover taken under Section 3 so do not need to be additionally requested to be included:

- Hotel Proprietors Act
- Car Parks
- Cloakroom Liability
- Leased, Hired or Rented Premises
- Indemnity to Principal
- Health and Safety at Work Act 1974
- Defective Premises Act 1972
- Consumer Protection Act 1987
- Food Safety Act 1990
- Motor Contingent Liability
- Data Protection Act 1998
- Personal Liability of Insured and Family if household contents covered
- Court Attendance

Please refer to Section 3 of the policy wording for the full details of cover provided by these extensions.

Principal Exclusions to Section 3

- Liability arising in connection with work on some specified hazardous locations which are detailed in Section 3 of the policy wording
- Liability arising in connection with certain equipment which is detailed in Section 3 of the policy wording
- Liability arising in connection with agreement to arrange insurance or in connection with products, or with work done outside the United Kingdom, the Isle of Man or the Channel Islands which attaches because of an agreement but which would not have attached in the absence of the agreement
- Liability arising:
 - out of pollution or contamination unless caused by a sudden, identifiable, unintended, and unexpected incident; the maximum liability of the company for pollution or contamination which is deemed to have occurred during any one period of insurance is £1m in aggregate;
 - out of technical, professional or remedial instruction and advice given for a fee or for which a fee would normally be charged;
 - out of treatment given or administered (except for any treatments that have been specifically noted on the schedule), or any failure to give advice or treatment, or any lack of professional skill;
 - from errors in connection with the sale, supply, making up or prescribing or dispensing of any drug, medicine, medical, and cosmetic or toilet preparation
- Damage to property belonging to the Insured or held in trust by or in the custody or control of the Insured or employee
- Claims made in any country outside the European Union
- Products knowingly supplied directly or indirectly to the USA or Canada
- Liquidated damages, fines, penalties, exemplary, punitive or multiplied damages
- Liability for damage to products supplied or the cost of repairing or replacing such products or costs incurred by anyone in recalling, removing, repairing, rectifying, replacing, reapplying or guaranteeing any product supplied
- Liability arising out of asbestos apart from specified exceptions as detailed in Section 3 of the policy wording
- Liability arising from participation in any sport or game as player, coach, trainer or instructor, referee or umpire.
- The first amount, as detailed in the quotation or schedule, of any property damage claim

Please refer to Section 3 of the policy wording for the full details of all the Exclusions.

Section 4

Goods in Transit (Standard Cover)

Principal Cover and Benefits of Section 4

The standard limit may be varied on request

Property covered	Maximum Amount Payable
Trade contents and stock in transit carried in your own vehicle	Up to £5,000

Additional cover can be arranged when goods are carried by hauliers, or sent by rail or post.

Principal Cover Extensions to Section 4

The following are additions to cover that are included as standard with cover taken under Section 4 so do not need to be additionally requested to be included:

- Conveyance Transfer
- Personal Effects

Please refer to Section 4 of the policy wording for full details of cover provided by these extensions.

Principal Exclusions to Section 4

- Theft or attempted theft that does not involve entry to or exit from the vehicle by forcible and violent means, or that does not involve actual or threatened assault or violence or use of force against the driver or passenger of the vehicle
- Trailers, or demountable vans or containers, or property within them when they are detached from the vehicle
- Waste due to leakage, shortage in weight or spilling unless arising from fire, theft or accident to the conveying vehicle
- Damage to or from explosives, radioactive substances and other dangerous goods
- Damage to vehicles licensed for road use (including their accessories), caravans, trailers, railway locomotives, rolling stock, watercraft, aircraft, or forklift trucks
- Theft from open topped or open sided vehicles
- Transits for hire or reward, or involving animals, money or valuables
- The first amount, as detailed in the quotation or schedule, of any loss

Please refer to Section 4 of the policy wording for the full details of all the Exclusions.

Section 5

Legal Expenses

Fortis Insurance Ltd have arranged Commercial Legal Protection insurance through DAS Legal Expenses Insurance Company. DAS is a separate company that provides the legal expenses covers. Its Head and Registered Office is DAS House, Quay Side, Temple Back, Bristol, BS1 6NH, England.

Principal Cover and Benefits of Section 5

These standard limits may be varied on request

Covers legal costs of disputes as detailed below including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses and accountants' fees. The costs of appeal or defending an appeal are also included.

Cover	Maximum Amount Payable
<p>Employment Disputes (Standard Cover) Defence of your legal rights:</p> <ul style="list-style-type: none"> • prior to the issue of proceedings in a court or tribunal following dismissal of an employee • in legal proceedings in respect of any dispute with an employee relating to their contract of employment • in legal proceedings in respect of any dispute with an employee arising from an alleged breach of their statutory rights under employment legislation <p>Compensation Awards (Standard Cover)</p> <ul style="list-style-type: none"> • Basic and/or compensatory awards arising from an alleged breach of an employee's rights under employment legislation under a claim covered under Employment Disputes <p>Service Occupancy (Standard Cover)</p> <ul style="list-style-type: none"> • Negotiation of your legal rights against an employee or ex-employee to recover possession of premises which are owned by you or for which you are responsible 	£50,000 in total for employment disputes and compensation awards
<p>Legal Defence (Standard Cover) Defence of:</p> <ul style="list-style-type: none"> • your legal rights or your employees' legal rights prior to legal proceedings with the police or the Health and Safety Executive where it is alleged that you or your employees have committed a criminal offence in connection with your business activities • non-motor criminal prosecutions arising from your business activities • civil actions taken against you or your employees for compensation under section 13 of the Data Protection Act 1998, including the payment of any compensation award made against you or your employees • civil action taken against you for wrongful arrest in respect of theft • your employees' legal rights if civil action is taken against them under legislation for sex, sexual orientation, race, disability, age, religious belief or political opinion • Your employees' legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of your employees <p>Appeal against:</p> <ul style="list-style-type: none"> • imposition or terms of any Statutory Notice issued under UK legislation • refusal of the Information Commissioner to register your application • the attendance expenses of your employees for jury service 	£50,000
<p>Property Protection (Standard Cover) Negotiation for your legal rights in a civil action following an event causing physical damage to material property which you own or are responsible for, or any nuisance or trespass</p>	£50,000

Cover	Maximum Amount Payable
<p>Bodily Injury (Standard Cover) At your request, negotiation for your employees' and their family members' legal rights following an event causing the death of or bodily injury to them in a non-motor accident</p>	£50,000
<p>Tax Protection (Standard Cover) Negotiating on your behalf and representing you in any appeal proceedings in respect of:</p> <ul style="list-style-type: none"> • a Full or Aspect enquiry carried out by HM Revenue and Customs • a dispute concerning compliance with Pay As You Earn or Social Security Regulations by HM Revenue and Customs • an assessment by HM Customs and Excise in respect of VAT 	£50,000 except for Aspect Enquiries where a limit of £2,000 applies
<p>Statutory Licence Protection (Optional Cover) Representation in appeal to the relevant statutory body or authority in respect of the actual or proposed alteration, suspension or cancellation of your registration</p>	£50,000
<p>Contract Disputes (Optional Cover) Negotiating for your legal rights in a dispute arising from an agreement or alleged agreement entered into by you or on your behalf for the purchase or hire or sale or provision of goods or services provided the amount in dispute exceeds £5,000</p>	£50,000
<p>Debt Recovery (Optional Cover) Negotiating for your legal rights to recover money and interest due from the sale or provision of goods or services provided the amount in dispute exceeds £250</p>	£50,000

Principal Cover Exclusions to Section 5

- Cover will only apply if it is more likely than not that you or your employees will recover damages or be successful in a claim
- Costs incurred before DAS agrees to appoint a representative to help you or your employees
- Unless DAS agrees to start court proceedings or there is a conflict of interest, DAS is free to choose a representative to help you or your employee
- The first £200 of any loss in respect of any claim involving an Aspect enquiry

Please refer to Section 5 of the policy wording for the full details of all the exclusions.

Section 6

Personal Accident (Optional Cover)

Principal Cover and Benefits of Section 6

You can choose to cover occupational accidents only, or to include non-occupational accidents as well.

Property covered	Maximum Amount Payable
Death, loss of limbs or permanent total disablement within 12 months of the accident	Capital Sum selected
Temporary Total Disablement within 12 months of the accident	Weekly Benefit selected for up to 104 weeks

Principal Cover Extensions to Section 6

The following are additions to cover that are included as standard with cover taken under Section 6 so do not need to be additionally requested to be included:

- Disappearance
- Medical Expenses

Please refer to Section 6 of the policy wording for the full details of cover provided by these extensions.

Principal Cover Exclusions to Section 6

- Occupational use of fixed power-driven woodworking machinery
- Suicide or intentional self-injury, venereal disease, insanity or being under the influence of alcohol or drugs, pregnancy, childbirth, or any consequence of pregnancy or childbirth
- Any physical defect, medical condition or chronic or recurring illness for which the insured person has received medical treatment in the 12 months before the commencement of the disablement
- Any other health problems which ought reasonably to be known by the insured person at the inception of each period of insurance if this has not been declared to and accepted by the insurer
- The insured person engaging in, or practicing, or training for certain hazardous activities which are detailed in Section 6 of the policy wording
- Any accident occurring outside the United Kingdom, the Isle of Man or the Channel Islands, unless specifically shown as included
- Persons below the age of 16 or above the age of 70

Please refer to Section 6 of the policy wording for full details of all the exclusions.

Exclusions, cancellations, claims and complaints

Principal General Policy Exclusions

Excluded Property

There is no cover under this policy for furs, suede or leather clothing (other than footwear), jewellery, gold or silver articles (other than tableware, fixtures and fittings), firearms, ammunition, explosives and fireworks which are all excluded, unless specifically requested and shown as included.

Terrorism

This policy excludes all losses arising from, caused by, or contributed to by terrorism, except for Employer's Liability where cover is subject to a limit of £5,000,000 for any one event. Terrorism cover can be purchased on request.

Unoccupancy

There is no cover under the policy for properties unoccupied for more than 21 consecutive days unless notified to us for agreement.

Please refer to the General Conditions and Exclusions section of the policy wording for full details of all the general policy exclusions.

Cancellation Procedure

There is an option to cancel this policy within 14 days of receipt of the policy schedule and wording. A refund of premium will be allowed for the time that was left on the policy.

Claim Notification

For all claims other than legal expenses claims, contact the Fortis Claims Department on **01452 393210**.

The line is open 24 hours a day, 365 days a year. The claims handler will ask your name, policy number and full details of the loss circumstances. You will be advised on the procedures and what documentation is required by us to deal with your claim. Alternatively you can fax details on **01452 393090** or write to Commercial Claims, Fortis Insurance Ltd, Fortis House, London Road, Gloucester GL1 3NS, England.

For legal expenses claims, contact the Legal Claims Centre, DAS Legal Expenses Insurance Company on **0117 934 2000**.

Full claims procedures are noted in the policy wording under the General Conditions and extra details are noted on the Policy Schedule.

Complaint Procedure

If you are unhappy with any part of our service, please follow the steps below:

- Step 1** Contact a Fortis Customer Service Adviser, Fortis Insurance Ltd, Fortis House, Tollgate, Eastleigh, SO53 3YA, England
- Step 2** If your complaint has not been resolved, contact Barry Smith, Chief Executive, Fortis Insurance Ltd at the same address, unless your problem relates to legal expenses insurance in which case please contact DAS Chief Executive at DAS House, Quay Side, Temple Back, Bristol, BS1 6NH
- Step 3** If you are not satisfied with our final decision and your business turnover is less than £1 million and/or you have Household Contents cover as part of your policy you can write to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Please see the last page of the Leisure policy wording for the full details of the complaints procedures.

Financial Services Compensation Scheme

In the event that Fortis Insurance Ltd is unable to meet its liabilities you may be entitled to compensation from the Financial Services Compensation Scheme; their telephone number is **0207 8927300**. More information can be found at **www.fscs.org.uk**

Office addresses

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Registered number 354568

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

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