

# Commercial Guard – Semploy Extra

## Policy Summary



This is a summary of the standard cover available under the Fortis Semploy Extra 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 agent on request. The policy, and not this summary, is the basis of the contract of insurance.

The policy is an annual insurance contract which provides covers for businesses as detailed below. It is underwritten by Fortis Insurance Limited.

This contract can cover a maximum of 10 manual/non-manual workers including labour only sub-contractors (increasing to 15 after the first renewal date). In addition, a maximum of 6 clerical workers can be covered. Multiple trades can also be accommodated under one policy.

**The standard 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. The number of principals, partners and employees must be accurate, otherwise the validity of your cover could be affected. Refer to your insurance agent for full advice on your sums insured and cover requirements.**

	Standard Cover for all trades	Optional Cover for most trades	Standard Limit
<p><b>Public Liability</b> with automatic extensions to include:</p> <ul style="list-style-type: none"> <li>• Cross liabilities</li> <li>• Indemnity to principal</li> <li>• Temporary occupation of buildings</li> <li>• Defective Premises Act 1972</li> <li>• Overseas Personal Liability</li> <li>• Legal defence costs for liability incurred under:               <ul style="list-style-type: none"> <li>- Consumer Protection Act 1987</li> <li>- Data Protection Act 1998</li> <li>- Corporate Manslaughter and Corporate Homicide Act 2007</li> </ul> </li> <li>• Terrorism</li> <li>• Insured's liability for the acts of Bona-fide sub-contractors</li> <li>• Court Attendance costs for Insured, directors, partners or employees</li> </ul> <p>Optional covers available on request:</p> <ul style="list-style-type: none"> <li>• Treatment Risk (for certain trades)</li> <li>• Standard limit increase available for most trades to £2m or £5m</li> </ul>	✓		<p>£1 million any one event</p> <p>Up to £250 per day per person</p>

	Standard Cover for all trades	Optional Cover for most trades	Standard Limit
<p><b>Employers' Liability</b> with automatic extensions to include:</p> <ul style="list-style-type: none"> <li>• Temporary Employees</li> <li>• Legal defence costs for liability incurred under: <ul style="list-style-type: none"> <li>- the Health and Safety at Work Act 1974</li> <li>- Corporate Manslaughter and Corporate Homicide Act 2007</li> </ul> </li> <li>• Unsatisfied Court Judgements</li> <li>• Terrorism</li> </ul> <p>Optional cover available on request: Injury to Working Partners/Proprietors</p>		✓	<p>£10 million any one event Up to a maximum of 50 days</p> <p>£5 million any one event</p>
<p><b>Tools and Stock in Transit</b> (includes laptops, hand held computers and mobile phones)</p>		✓	<p>Selectable limit of £1,500, £2,500 or £5,000 per person/single article limit £1,000</p>
<p><b>Contractors All Risks</b> which includes: Contract Works Own Plant and Equipment Hired-in Plant and Equipment</p> <p>With automatic extensions to include:</p> <ul style="list-style-type: none"> <li>• Contract Price Increase</li> <li>• Re-drawing Plans and Documents</li> <li>• Expedition Expenses</li> <li>• Maintenance Period (12 months)</li> <li>• Immobilised Plant</li> <li>• Speculative Building</li> <li>• Automatic Reinstatement</li> <li>• Professional Fees and Debris Removal</li> <li>• Public Authorities</li> <li>• Indemnity to Principal</li> <li>• Free Issue Materials</li> <li>• Continuing Hire Charges</li> </ul> <ul style="list-style-type: none"> <li>• Negligent Breakdown</li> </ul> <ul style="list-style-type: none"> <li>• Off Site Storage</li> </ul>		✓	<p>Up to £500,000 any one contract Up to £25,000 any one claim Up to £50,000 any one claim</p> <p>Up to 20% of contract value £25,000 any one loss £25,000 any one loss</p> <p>£5,000 any one item/£25,000 any one hire agreement £5,000 any one item/£25,000 any one loss</p> <p>15% of contract value up to £25,000</p>
<p><b>Legal Expenses</b> which includes: Employment Disputes and Compensation Awards Legal Defence Property Protection and Bodily Injury Tax Protection</p> <p>Optional covers available on request:</p> <ul style="list-style-type: none"> <li>• Contract Disputes</li> <li>• Debt Recovery</li> </ul>		✓	<p>£100,000</p>
<p><b>Group Personal Accident (24 hour)</b> which includes:</p> <ul style="list-style-type: none"> <li>• Death/Capital Benefit</li> <li>• Permanent Total Disablement</li> <li>• Temporary Total Disablement</li> </ul>		✓	<p>Up to 5 units available with 1 unit covering: £10,000 £10,000 £100 per week up to 104 weeks</p>

# Significant or Unusual Exclusions

## Section 1 – Liability

- The first amount, detailed in the quotation and schedule, of any claim in respect of Third Party Property Damage
- Payments to Bona-Fide sub-contractors must not exceed 25% of the Insured's annual turnover and evidence of their own public liability insurance must be obtained and retained by the Insured
- Injury to working partners/proprietors extension – if the Insured is a sole proprietor, there must be cover in force for at least one manual/non-manual Employee for the extension to be available
- The cost of recalling, removing, repairing, rectifying, replacing, reapplying or guaranteeing any Products Supplied
- Products knowingly supplied directly or indirectly to the USA or Canada
- 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 £1,000,000 in aggregate
  - through the defective design, plan, formula, or specification of products supplied given for a fee or for which a fee would normally be payable
  - 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

## Section 2 – Tools and Stock in Transit

- The first amount, detailed in the quotation and schedule, of any claim
- 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

- Theft from open topped or open sided Vehicles
- Theft by any Employee or resulting from the dishonesty of any person to whom Property has been entrusted
- Theft of Property left unattended unless contained in a securely locked building or a secured motor Vehicle

## Section 3 – Contractors All Risks

- The first amount, detailed in the quotation and schedule, of any claim
- Damage for which the Insured is relieved of responsibility under any contractual agreement
- Damage to any Own Plant and Equipment or Hired-in Plant and Equipment whilst away from any site of the Contract unless contained within a securely locked building
- Damage to any Own Plant and Equipment or Hired-in Plant and Equipment as a result of theft or attempted theft whilst left unattended unless secured by being locked at all points of access, with all ignition or other keys removed and all security alarms or immobilisers fitted to such plant being set and operational or by being contained within a securely locked building or locked and guarded security compound
- Damage to Existing Structures
- Work in certain hazardous locations or involving certain hazardous activities
- Demolition unless such work forms part of a Contract for erection, reconstruction, alteration or repair by the Insured and does not involve demolition of buildings exceeding 15 metres in height from ground level
- Underpinning unless such work forms part of a Contract for erection, reconstruction, alteration or repair by the Insured
- Temporary site buildings

## Section 5 – Personal Accident

- Excludes cover in respect of temporary employees, volunteers/voluntary workers, students or persons on a work experience or similar scheme
- Certain hazardous pursuits

# Cancellations, Claims and Complaints

## 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 provided there have been no claim(s) or incident(s) which is likely to give rise to a claim during the period of insurance.

## Claim Notification

For all claims, contact the Fortis Claims Department on the number in the schedule or on the front of the policy. Alternatively you can fax details to the number in the schedule or write to Commercial Claims, Fortis Insurance Ltd, Fortis House, The Square, Gloucester Business Park, Brockworth, Gloucester, GL3 4AD.

For claims under Section 4 - Legal Expenses, report your claim in writing as soon as possible to Legal Claims Centre, DAS Legal Expenses Insurance Company Ltd, DAS House, Quayside, Temple Back, Bristol, BS1 6NH. Phone DAS on 0117 934 2176 for advice on any commercial legal or tax problem affecting your business.

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 Fortis Customer Service Adviser, Fortis Insurance Ltd, Fortis House, Tollgate, Eastleigh, SO53 3YA.

**Step 2** If your complaint has not been resolved, contact Mark Cliff, Managing Director, Fortis Insurance Ltd at the same address, unless your complaint relates to Legal Expenses Insurance in which case please contact DAS Chief Officer at DAS House, Quayside, Temple Back, Bristol, BS1 6NH.

**Step 3** If you have an annual turnover of less than EUR 2 million and fewer than 10 employees and you are not satisfied with our final decision, you can write to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Please see page 34 of the Semploy Extra policy wording for the full details of the complaints procedures.

## Financial Services Compensation Scheme

In the event that Fortis Insurance Limited or DAS Legal Expenses Insurance Company are unable to meet their liabilities you may be entitled to compensation from the Financial Services Compensation Scheme.

For compulsory insurance you may be entitled to compensation up to 100% of the claim. For all other types of insurance you may be entitled to compensation up to 90% of the claim.

Further information is available from the Financial Services Compensation Scheme; their telephone number is **0207 8927300**. Alternatively, more information can be found at [www.fscs.org.uk](http://www.fscs.org.uk)

## Fortis Insurance Limited

### Office addresses

Fortis House, The Square  
Gloucester Business Park  
Brockworth, Gloucester  
GL3 4AD

### Registered address

Fortis House, Tollgate, Eastleigh  
Hampshire SO53 3YA

Email: [talkback@fortisinsurance.co.uk](mailto:talkback@fortisinsurance.co.uk)  
Website: [www.fortisinsurance.co.uk](http://www.fortisinsurance.co.uk)

Registered Number 354568

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