

# Digital Commercial Combined

## Summary of cover

This is a summary of our Digital Commercial Combined insurance cover and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you read the policy document carefully when you receive it.

## What is Digital Commercial Combined insurance?

Aviva Commercial Combined cover features a range of benefits to support your business with sector specific covers providing a more tailored solution.

## What is covered as standard?

### Property Damage

Cover for Buildings, Contents and Stock (where selected) on an All Risks basis including Subsidence. Terrorism cover can be added if required. Cover includes:

- ✓ **Automatic reinstatement** of the sum insured\*
- ✓ **Architects', surveyors', and consultants fees** involved in reinstating buildings and machinery following a loss
- ✓ **Energy efficiency** – up to £10,000 per period of insurance for the additional cost and expense of replacing damaged portions of insured buildings in a way which reduces environmental impact and improves sustainability
- ✓ **Exhibition sites** – up to £25,000 for any one claim for damage to property while at exhibitions of up to seven days
- ✓ **Homeworking** – up to £5,000 per director, partner or employee. Protecting assets as people continue to work more flexibly
- ✓ **Seasonal increase** for stock of 25% or £500,000 (whichever is the lower) during the months of November, December or January
- ✓ **Temporary repair costs** – up to £20,000 any one claim, for costs to make temporary repairs to property following damage

### Significant exclusions and limitations

- ✗ Wear and tear, gradual deterioration, faulty or defective design or materials
- ✗ Pollution or contamination
- ✗ Theft or attempted theft whilst the premises are unoccupied or disused
- ✗ Damage due to escape of water from tanks and pipes, malicious persons (other than fire and explosion) whilst the premises are unoccupied or disused
- ✗ Damage due to water table level changes or frost
- ✗ Fire damage involving the application of heat
- ✗ Damage other than by fire or explosion arising from production, servicing or testing
- ✗ Mechanical or electrical breakdown or derangement
- ✗ Consequential loss or damage
- ✗ Faulty or defective workmanship, operational error or omission by the insured or their employees
- ✗ Unexplained losses, acts of fraud or dishonesty and inventory shortage

## Extra cover for your sector (included as standard)

### Technology

#### Metal Workers Extension

£50,000 any one location and £250,000 per period of insurance

### Metals

#### Metal Workers Extension

£50,000 any one location and £250,000 per period of insurance

### Industry/Plastics & Rubber/Machinery

#### Metal Workers Extension

£50,000 any one location and £250,000 per period of insurance

### Sports, Hobbies & Pursuits

#### Damage to Playing Surfaces

£25,000 any one claim

### Non Ferrous Metals

£25,000 any one claim

### Burn in Testing

£50,000 per period of insurance

### Non Ferrous Metals

£25,000 any one claim

## Money and Assault

- ✓ **Loss of money** – belonging to the business on the premises, in transit, on site, at the private homes of key staff, and in any bank night safe
- ✓ **Bodily Injury** – to the insured or their employees as a result of assault or attempted assault whilst carrying money belonging to the business
- ✓ **Age Limit** – 16 -75
- ✓ **Medical and Dental Expenses** – up to £500

## Employers Liability

Covering legal liability to employees for bodily injury which happens in the course of working for the business. Cover includes:

- ✓ **Section cover limit** – £10,000,000 including costs and expenses.
- ✓ **Legal costs and expenses to defend prosecutions** – covering all relevant health and safety legislation and the Corporate Manslaughter and Corporate Homicide Act 2007
- ✓ **Unsatisfied court judgements** in favour of employees injured in the insured's employment by third parties
- ✓ **Payment for court attendance** – £500 limit per day for directors and employees

## Public and Products Liability

Protection against legal liability for bodily injury to third parties and damage to their property.

Legal liability for fees, expenses, damages and claimants costs following injury or damage by goods that have been supplied, sold, repaired, tested or maintained by the insured. Cover includes:

- ✓ **Legal costs and expenses to defend prosecutions** – covering all relevant health and safety legislation, the Corporate Manslaughter and Corporate Homicide Act 2007 and Part II of the Consumer Protection Act 1987
- ✓ **Contingent motor third party liability** arising out of the use of vehicles not owned by the insured in the United Kingdom
- ✓ **Defective Premises Act** liability
- ✓ **Personal liability** cover for employees and directors whilst overseas on business
- ✓ **Payment for court attendance** – £500 limit per day for directors and employees
- ✓ **Personal belongings** – accidental damage to employees' and visitors' personal belongings in your custody and control.
- ✓ **Hired or rented premises** – cover for damage to premises hired or rented for the purpose of the business
- ✓ **Libel and Slander** – £25,000 per period of Insurance

## Significant exclusions and limitations

- ✗ Shortages due to clerical or accounting errors
- ✗ Losses due to the fraud or dishonesty of any employees not discovered within seven working days
- ✗ Loss from unattended vehicles
- ✗ Loss arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

## Significant exclusions and limitations

- ✗ Liability in respect of liquidated damages, penalty clauses and fines
- ✗ Work in or on, or travel to or from any offshore installation or support vessel
- ✗ Bodily Injury of employees whilst carried in or upon a vehicle
- ✗ Cover for acts of terrorism is limited to £5,000,000 per event

## Significant exclusions and limitations

- ✗ Loss or damage to property in the custody or control of the insured
- ✗ Liability arising out of the products supplied in the knowledge that they will be used in the navigation, propulsion or safety of any aircraft or other aerial devices or hazardous industries
- ✗ Pollution unless caused by a sudden and identifiable incident
- ✗ Work in or on, or travel to or from, or any products supplied to any offshore installation or support vessel
- ✗ Liquidated damages, penalty clauses and fines
- ✗ Exposure to, inhalation of, fears of the consequences of exposure to/inhalation of, costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating or managing any property arising out of the presence of asbestos
- ✗ Cover for acts of terrorism is limited to £5,000,000 or the Limit of Indemnity specified in the policy schedule, whichever is the lower
- ✗ The first part of any claim (the excess)

## Extra cover for your sector (included as standard)

### Technology

#### Financial Loss – Products

£50,000 per period of insurance

#### Product Recall

£50,000 per period of insurance

#### Efficacy - failure to perform

£50,000 per period of insurance

#### Indemnity to Distributor

### Rubber & Plastics

#### Financial Loss – Products

£50,000 per period of insurance

## Commercial Legal Protection

Protection for legal costs and expenses arising from specified civil and criminal incidents in connection with your business. Cover includes:

- ✓ **Employment Disputes and Compensation Awards** – defence of your legal rights under employment legislation and following a successful action by an employee, prospective, alleged or ex-employee we will pay any compensation award made
- ✓ **Legal Defence** – defence for you or an employee acting on your behalf If any criminal action or certain civil action is taken against you for any non-motor related incident arising in connection with the business. Including prosecution under health and safety legislation and data protection rules
- ✓ **Property Protection** – protection for civil action following any event causing or likely to cause physical damage to your property or any nuisance or trespass
- ✓ **Bodily Injury** – cover to negotiate your, your employees or family members legal rights, following bodily injury (non-motor related) which occurs in connection with the business
- ✓ **Tax Protection** – representation in appeal proceedings with HM Revenue and Customs in a full or aspect enquiry following your corporation tax self-assessment return and appeal proceedings with HM Revenue and Customs in respect of Value Added Tax due
- ✓ **Contract Disputes** – cover to negotiate disputes relating to a contract you have entered into with a customer or supplier for the purchase or sale of goods/services where the amount in dispute is more than £250
- ✓ **Statutory Licence** – appeal to the relevant statutory or regulatory body, court or tribunal following the suspension, revocation, change or refusal to renew your statutory licence

## Significant **exclusions and limitations**

- ✗ In respect of civil cases, the cover is subject to the case having prospects of winning or making a successful defence
- ✗ Claims must be reported within 180 days of you becoming aware of an incident
- ✗ Any costs and expenses incurred before the written acceptance by us or the claims administrator of a claim
- ✗ In respect of compensation rewards you must follow the advice of the legal helpline or the Advisory, Conciliation and Arbitration Scheme (ACAS) code of Disciplinary Practice and Procedures in Employment for cover to be effective
- ✗ In respect of redundancies, you must follow the advice of the legal helpline prior to serving notice of dismissal
- ✗ The first 10% of each and every claim in respect of aspect enquiries
- ✗ Claims caused by your failure to register for Value Added Tax and any investigations by HM Revenue and Customs Special Investigations Section or Special Compliance Office
- ✗ Investigations by HM Revenue and Customs into alleged dishonesty or criminal defences
- ✗ Any claim relating to the settlement under an insurance policy
- ✗ For contract disputes and debt recovery, a claim must be made within 90 days of the money becoming due.

If a solicitor is required to deal with your legal problem, we will appoint one from the approved panel. These solicitors have been carefully chosen as experts in the areas of law covered by this policy and are required to comply with strict service standards

## The following optional covers are also available:

### Business Interruption

Covering interruption to the business following an insured loss under the Property Damage section which results reduced earnings or increased running costs.

- ✓ **Outstanding debit balances** – Loss of book debts as a result of business records being lost, destroyed or damaged due to an insured event
- ✓ **Action by police** – £50,000 any one claim & per period of insurance
- ✓ **Essential Personnel** – £50,000 per period of insurance
- ✓ **Failure of Electricity, Gas and/or Water Supply** – £50,000 any one claim & £150,000 per period of insurance
- ✓ **Failure of Telecommunications** – limit provided depends on sector
- ✓ **Prevention of Access** – £50,000 per period of insurance
- ✓ **Public relations expenses** – £10,000 for any one claim and per period of insurance
- ✓ **Unspecified Customers/Suppliers** – £50,000 per period of insurance
- ✓ **Workplace Office Recovery** – £50,000 per period of insurance

## Significant **exclusions and limitations**

- ✗ Any loss excluded under the Property Damage Section

## Extra cover for your sector (included as standard)

### Retail, Wholesale or Distribution

#### Exhibition Sites

£50,000 any one claims & per period of Insurance

#### Loss of Attraction

£50,000 per period of Insurance

#### Transit

£50,000 per period of Insurance.

## Extra cover for your sector (included as standard) cont.

### Arts, Entertainment & Tourism

#### Exhibition Sites

£50,000 any one claim & per period of Insurance

#### Failure of Safety Curtains & Safety Lighting

£50,000 per period of Insurance

#### Loss of Attraction

£50,000 per period of Insurance

#### Specified Diseases

£25,000 per period of Insurance

### Eating, Drinking & Hospitality

#### Loss of Attraction

£50,000 per period of Insurance

#### Specified Diseases

£25,000 per period of Insurance

### Services

#### Exhibition Sites

£50,000 any one claims & per period of Insurance

### Sports, Hobbies & Pursuits

#### Failure of Floodlights, Underground Heating & Computerised Turnstiles

£50,000 per period of insurance

#### Loss of Attraction

£50,000 per period of Insurance

#### Specified Diseases

£25,000 per period of Insurance

## Frozen Foods

Damage by deterioration or contamination to food belonging to You or for which You are responsible, while contained in any refrigeration unit at the your premises as a result of:

- ✓ **A change in the temperature**
- ✓ **Accidental leakage of refrigerant or refrigerant fumes from the unit**

## Significant exclusions and limitations

- ✗ Damage caused by failure to correctly set temperature controls, wear and tear, deterioration or gradually developing flaws or defects in the unit
- ✗ Any unit which is more than 10 years old
- ✗ 10% of each and every loss (minimum £25) where damage involves refrigeration units over 5 years old

## Computer Breakdown

Provides cover following the breakdown of computer equipment.

- ✓ **Increased cost of working** – to right damage up to £25,000
- ✓ Reinstating lost data – up to £10,000
- ✓ **Accidental Discharge of Gas Systems** – up to £25,000
- ✓ **Costs to investigate repairs to damaged equipment** – up to £25,000
- ✓ **Loss Avoidance Measures** – up to £25,000
- ✓ **Waste Electrical and Electronic Equipment Disposal Costs** – any one claim £25,000

## Significant exclusions and limitations

- ✗ Damage caused by virus, hacking or denial of service attack
- ✗ Damage caused by wilful acts or neglect
- ✗ Damage which is covered by a guarantee or maintenance agreement
- ✗ The first part of any claim (the excess)

## Business All Risks

Provides cover for damage to up to 10 of the following item types within the specified situation:

- ✓ **Audio/Video Equipment**
- ✓ **Computer Equipment**
- ✓ **Computers – Portable**
- ✓ **Electronic Equipment**
- ✓ **Jewellery and Watches**
- ✓ **Machinery and Plant**
- ✓ **Mobile Telephones and Radios**
- ✓ **Photographic Equipment and Binoculars**
- ✓ **Public Address (PA) Equipment**
- ✓ **Radio and Tele Pagers**
- ✓ **Sports Equipment**
- ✓ **Survey Equipment**
- ✓ **Trophies**

## Significant exclusions and limitations

- ✗ Damage to Property Insured whilst at the permanent residence of any Director, Partner or Employee used to carry out clerical activities in connection with the Business
- ✗ Damage to the Property Insured caused by or consisting of an existing or hidden defect
- ✗ Any consequential loss or damage
- ✗ Damage to the Property Insured caused by escape of water from any tank, apparatus or pipe, malicious persons (other than by fire or explosion) or theft or attempted theft when The Premises are Unoccupied
- ✗ The first part of any claim (the excess)

## Goods in Transit

Cover for goods or stock whilst in transit, over land or sea, anywhere in Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

- ✓ **Employees personal belongings** – Up to £500
- ✓ **Sheets, ropes and packing materials** – any one claim £500
- ✓ **Tools** – any one occurrence £1000

## Machinery Damage

Cover for damage caused by breakdown, collapse, explosion or operator error to plant and machinery at the premises, requiring repair or replacement.

- ✓ **Loss Avoidance Measures** – Costs and expenses to mitigate damage up to £25,000
- ✓ **Temporary hire of replacement plant and machinery** – up to £25,000

## Machinery Business Interruption

Interruption to the business caused by:

- ✓ **Breakdown**
- ✓ **Explosion**
- ✓ **Collapse**
- ✓ **Operator error**

which required repair or replacement before normal working can resume.

## Personal Accident

Cover for partners, principles, proprietors and employees up to the age of 85 against accidental bodily injury. Cover is provided on an unnamed person basis and provides cover for accidental bodily injury for 24 hours.

- ✓ **Medical expenses** – up to £10,000 per claim
- ✓ **Damage to Personal Property** – up to £1,500 per claim
- ✓ **Psychological Assistance** – up to £5,000 per claim
- ✓ **Rehabilitation Expenses** – up to £20,000 per claim

## Employee Dishonesty

Cover against loss of money and other property following theft or fraud by an employee.

- ✓ **Professional fees** – required to establish the extent of a loss
- ✓ **Cost of labour** – to reinstate destroyed or erased computer records

## Significant exclusions and limitations

- ✗ Losses caused by defective or inadequate packing, insulation and labelling
- ✗ Theft or attempted theft, from an unattended vehicle unless certain guidelines regarding security are followed
- ✗ The first part of any claim (the excess)

## Significant exclusions and limitations

- ✗ Contingencies already covered by the Property Damage section
- ✗ Gradual deterioration, wear & tear, gradually developing defects
- ✗ Maintenance
- ✗ Damage caused by virus, hacking or denial of service attack
- ✗ The first part of any claim (the excess)

## Significant exclusions and limitations

- ✗ Any loss excluded under the Machinery Damage section

## Significant exclusions and limitations

- ✗ Sickness, disease or any gradually operating cause
- ✗ Suicide, attempted suicide or intentionally inflicting self injury
- ✗ The insured person's own criminal act
- ✗ The maximum amount payable in respect of all insured persons in the respect of the same incident will not exceed £1,000,000
- ✗ Benefits for those over 80 is limited to 10% of the sum insured or £50,000, whichever is the lesser

## Significant exclusions and limitations

- ✗ Consequential losses
- ✗ Loss of confidential information or trade secrets
- ✗ Losses that occur after the discovery that an employee is dishonest
- ✗ Employees based outside of the geographical limits
- ✗ Malicious damage
- ✗ Losses involving a principle of the business
- ✗ The first part of any claim (the excess)

## Added-value services:

### DAS Businesslaw

<https://avivabusinesslaw.farill.io/>

This is a complimentary website, provided by Aviva, offering many tools and resources to help your client manage their business effectively. Once insurance is in place with us, your client will have access to:

- Unlimited legal advice via the legal advice helpline.
- Email alerts on changes in law, legislation and regulation.
- A range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help with the day-to-day running of the business, as well as helping to manage exposure to legal risk.
- Topics ranging from branding, crowdfunding and financial and tax planning to marketing strategy can help to build and grow your client's business.



## Your Obligations

This is a summary of the main actions you must take to make sure your policy cover operates fully.

- You must make a fair presentation of the risk to us, which includes telling us of any circumstances which we would take into account in our assessment or acceptance of this insurance. If you fail to make a fair presentation of risk this could affect the extent of cover provided or invalidate your policy.
- You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy.
- You must notify us promptly of any event which might lead to a claim and follow the claims procedure set out in your policy.
- You must take all reasonable precautions to prevent loss or damage, and comply with any security or other loss prevention conditions in your policy document.
- For further details and any specific obligations relating to your trade or business activities following our assessment of your risk, please refer to your policy documents.

## How long does my Aviva Business Insurance last for?

Your policy will remain in force for 12 months from the date of commencement (or as otherwise shown on your Schedule) and for any period for which you renew the policy, as long as you continue to pay your premium.

## Making a Claim

If you need to make a claim please call our claims line using the appropriate telephone number shown below. Our line operates 24 hours a day, 365 days a year. Please have your policy number to hand when calling.



**Telephone: 0800 015 1498**

Calls to 0800 numbers from UK landlines and mobiles are free. For our joint protection telephone calls may be recorded and/or monitored.

## How do I make a complaint?

If for any reason you are unhappy with the product or service, please get in touch as soon as possible. For contact details and more information about the complaints procedure please refer to your policy documents.

Where a complaint cannot be resolved to your satisfaction you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights. You can contact the FOS on **0800 023 4567** or visit their website at **www.financial-ombudsman.org.uk**, where you will find further information.

## Where am I covered?

This will depend on the product and choices you have made. Please refer to the policy booklet for details of where you are covered.

## When and how do I pay?

Payment options should be discussed with your insurance adviser.

## How do I cancel the contract?

You can cancel your policy at any time during your period of cover, subject to the notice period shown in your policy. To cancel, contact your insurance adviser.

## Would I receive compensation if Aviva were unable to meet its liabilities?

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See **fscs.org.uk**



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