

Commercial Guard – Care Home

Policy Summary

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This is a summary of the standard cover available under the Fortis Care Home 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 Care Home Policy

The Care Home 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. If you opt for a period of insurance that is greater than one year 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 Care Home 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 can include damage by the following causes which are defined in the Cover Causes section of the policy wording. The policy schedule will show which causes are insured for each item.

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

It also includes breakdown as set out in the policy wording.

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 greenhouses, swimming pools, walls, gates and fences and landlords fixtures and fittings, (but not carpets or glass, blinds and signs) plus professional fees	The sum insured selected
Stock (Optional Cover)	Stock, including raw materials, work in progress and finished goods 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 • Drugs and medicines • Curios, pictures, works of art and antiques • Garden implements, garden furniture, ornamental stone and fountains • Computer equipment which you own or are responsible for 	The sum insured selected Up to £500 Up to £750 per person Up to £1,000 Up to £2,500 for any item and £10,000 in total Up to £1,500 £10,000 or higher if requested
Residents' Effects (Optional Cover)	Personal belongings and effects of the residents subject to a maximum limit of £1,000 per person	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 (including glass substitute material), framework 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 	£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 when occupied or in a bank night safe or in transit to and from the premises and the Insured's bank 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 coin operated machines at the premises 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 £500 £500 £2,500
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
Personal money belonging to the Insured or managers and their families	£250
Fraudulent and unauthorised use of cheques or credit cards	£500
Personal money belonging and in the custody of the residents	£500

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
Damage to clothing or personal effects	£500 per person
Incurred medical expenses	£250 per occurrence

All Risks (Optional Cover)

	Maximum Amount Payable
Specified items whilst away from the premises, but remaining within the United Kingdom, or the European Union or worldwide as selected	The sum insured selected

Machinery and Computer Equipment Breakdown (Standard Cover)

Cover	Maximum Amount Payable
Breakdown of Machinery at the premises other than computer equipment	£1,000,000
Breakdown of computer equipment at the premises	£100,000
Cost of reinstating data onto computer media including where necessary cost of modifying or replacing computer equipment to achieve compatibility	£25,000
Contamination of insured machinery by hazardous substances	£10,000
Loss of oil tank contents	£5,000
Measures taken to avoid breakdown which would otherwise have been covered by the policy	£5,000
Own surrounding property damage caused by steam explosion	£1,000,000
Debris Removal	£25,000 or 20% whichever is the lower
Repair Investigation Costs	£25,000

Deterioration of Stock (Standard Cover)

Deterioration or putrefaction of stock in freezer or refrigeration cabinets less than 10 years old 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 £2,000 or higher if selected
Accidental failure of public authorities' supply	Up to £2,000 or higher if selected
Escaping refrigerant or refrigerant fumes due to any accidental cause	Up to £2,000 or higher if selected

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
Property belonging to resident domestic employees	Up to £1,000
Personal effects (other than money, valuables or electrical equipment), in the garden at the premises, excluding damage by malicious persons	Up to £250 for any one loss
Household goods in transit by a professional removal contractor by road or rail during permanent change of address within the United Kingdom, Isle of Man and Channel Islands	Up to the sum insured requested
Increase in sum insured during the month before a religious festival observed by the family and for 30 days before and after the wedding day of a member of the family resident at the premises	10% of the sum insured
Deterioration of refrigerated food for consumption by the family	£1,000

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

Fidelity Guarantee (Optional Cover)

	Maximum Amount Payable
Loss of money or property from an act of fraud or dishonesty by a person insured, provided the minimum standards of control are met	The maximum limit selected for any one person

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:

- Underground Services
- Capital Additions
- Loss of Metered Water
- Loss of oil and LPG
- Trace and Access
- Clearing of Drains
- Index linking
- Theft of Keys
- Temporary Removal
- Exhibitions
- Removal of Debris
- Damage by emergency services
- Theft of garden implements and furniture
- Automatic Seasonal Increase
- Temporary repairs to business contents following breakdown or damage
- Temporary hire of substitute items
- Costs of reinstating data onto computer media

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

Principal Exclusions to Section 1

- Land or roads
- 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, open space, except as specified by extension or on the schedule
- Theft by any person lawfully on the premises or an employee (except as covered by Fidelity Guarantee) unless there has been entry to or exit from the buildings by forcible and violent means
- Theft, riot, malicious damage or escape of oil or water or sprinkler leakage when the premises are unoccupied for 21 or more consecutive days
- Storm or flood damage to fences, gates and moveable property in the open or open sided buildings unless cover is specifically included
- 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, chipping, scratching, rust or other gradually operating cause
- Breakage or damage of glass, arising from repairs or alterations to the premises or in unoccupied premises
- Loss of money from unattended vehicles
- Loss of money arising from fraud or dishonesty of the Insured's employees not discovered within 7 days
- The first amount (Excess), 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)

The insurance can include damage by the following causes which are as defined in the Cover Causes section of the policy wording. The policy schedule will show which causes are insured for each item.

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

It also includes breakdown as set out in the policy wording.

Principal Cover and Benefits of Section 2

Cover	Indemnity Period	Maximum Amount Payable
Loss of gross revenue and increased cost of working (Standard Cover)	12 months or a different period if requested	The sum insured requested
Cost of alternative accommodation (Standard Cover)	12 months or a different period if requested	£10,000
Loss of Registration Certificate (Optional Cover)		£100,000
Loss of rent receivable in consequence of insured damage to the buildings (Optional Cover)	12 months or a different period if requested	The sum insured requested
Loss of gross revenue and increased cost of working as a consequence of machinery or computer equipment breakdown (Standard if loss of gross profits insured)	12 months or a different period if requested	£50,000

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 (Full Failure to Supply)
- Loss of Book Debts
- Customers/Suppliers
- Transit
- Notifiable Diseases/Defective Drains/Food poisoning
- Additional costs of working following machinery or computer equipment breakdown
- Costs of mitigating loss following computer equipment breakdown

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

Principal Cover Exclusions to Section 2

The following exclusions apply to cover for loss of registration certificate where that option is selected

- loss of registration certificate occasioned by an act or omission of the Insured or failure to take all reasonable action to maintain the certificate in force
- closure of the Premises because they are not in a sanitary condition or satisfactory state of repair

Please refer to Section 2 of the policy wording for the full details of all the Exclusions

Section 3

Liabilities (Standard Cover)

Principal Cover and Benefits of Section 3

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	£5,000,000 for any one event
Product Liability (Standard Cover)	Injury or damage to property arising out of products supplied	£5,000,000 for any one event and per period of insurance
Nursing Malpractice (Standard Cover)	Liability for injury arising out of professional care or advice administered by residential care home nurses or carers	£5,000,000 for any one event
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	£5,000,000 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:

- Indemnity to principal
- Leased Hired or Rented Premises
- Defective Premises Act 1972
- Health and Safety at Work Act 1974
- Food Safety Act 1990
- Motor Contingent Liability
- Data Protection Act 1998
- Consumer Protection Act 1987 - Legal Defence Costs (where Household Contents are covered)
- Personal Liability of Residents and Employees
- Court Attendance
- Personal Liability of Insured and Family (where Household Contents are covered)

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 certain equipment which is detailed in Section 3 of the policy wording
- 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 or advice given for a fee or for which a fee would normally be charged
 - out of treatment given or administered (other than nursing care provided to residents or first aid given by a care home nurse or 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 other than the personal property of the directors, employees or residents
- Claims made in any country outside the European Union
- Liquidated damages, fines, penalties, exemplary, punitive or multiplied damages
- Liability arising out of asbestos apart from specified exceptions as detailed in Section 3 of the policy wording
- 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, stock and residents effects in transit carried in your own vehicle	Up to £1,000 unless a higher limit requested

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 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 has 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 or 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 	£100,000 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 	£100,000
<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>	£100,000

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>	£100,000
<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 • a dispute concerning compliance with Pay As You Earn or Social Security Regulations by HM Revenue and Customs • an assessment by HM Revenue and Customs in respect of VAT 	£100,000 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>	£100,000
<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 where the amount in dispute exceeds £5,000</p>	£100,000
<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 where the amount in dispute exceeds £250</p>	£100,000
<p>Personal Legal Expenses (included where Household Contents selected under Section 1) Legal expenses cover for you and your family</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 for specified employees or all employees.

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
- Exposure to the elements

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

- 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
- An accumulated loss in excess of £1,000,000 in respect of insured people travelling together
- Weekly benefit payment beyond loss of wages and expenses for volunteer workers if included

Exclusions, cancellations, claims and complaints

Principal General Policy Exclusions

Excluded Property

There is no cover on this policy for furs, suede or leather clothing (other than footwear), jewellery, gold or silver articles other than residents effects, firearms, ammunition, explosives and fireworks which are all excluded unless specifically insured.

Terrorism

This policy excludes all losses arising from, caused by, or contributed to by terrorism, except for employers 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 the number in the schedule on the front of the policy. 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 to the number in the schedule 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 at DAS Legal Claims Centre, DAS Legal Expenses Insurance Company, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

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
- 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 page 65 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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