

This document is a summary of the insurance cover provided by the Shop Policy and as such it does not contain the full terms and conditions of the insurance policy. You can find the full terms and conditions of the product in the policy document. This summary is provided to you for information purposes only and does not form part of your insurance contract.

### **What is the Shop policy and what can it cover?**

The Shop Policy is an annual shopkeeper's insurance policy. Section 1 - 8 are underwritten by Axa Insurance UK Plc .

These Sections are Buildings, Contents of the Shop, All Risks, Business Interruption, Loss of Accounts Receivable, Loss of Licence, Business Liability, Computer Breakdown, Terrorism, Section 9 is Legal Expenses (underwritten by DAS) and Section 10 is Loss Recovery (underwritten at Lloyd's).

### **Sums Insured**

The correct values at risk must be advised to us. If the Sums Insured you request are not adequate this will result in the amount paid in the event of a claim being reduced.

### **Law Applicable**

You are free to choose the law applicable to this policy. Your Policy will be governed by the law of England and Wales unless you and we have agreed otherwise.

### **How do I notify a claim under the Shop policy?**

In respect of cover provided under Sections 1 - 8 of the policy all claims must be notified as soon as reasonably possible to your insurance broker and/or the claims helpline on 0871 200 0014

The claims line is managed by Cunningham Lindsey, Loss Adjusters.

In respect of Section 9 of the policy advice on potential legal expenses claims can be sought by calling the legal advice line - 0117 934 2111 or 0117 976 2030

In respect of Section 10 of the policy you should contact your broker.

### **How do I make a complaint about my Shop policy?**

If you have a complaint you should in the first

instance contact your insurance broker.

If you are not satisfied with the way in which your complaint has been dealt with, you may write to the Head of Customer Care Department of AXA Insurance, in respect of complaints regarding Sections 1 - 8 of the policy.

In respect of Section 9 of the policy please write to the DAS Head Office for the attention of the Managing Director

In respect of Section 10 of the policy please write to the LOREGA Head Office for the attention of the Operations Director.

If the complaint is still not resolved, you can approach the Financial Ombudsman Service (FOS). The Ombudsman will only consider complaints if:

- You have written confirmation the internal complaints procedure has been exhausted.
- Your business has a turnover of less than £1,000,000

Referral to the FOS will not affect your right to take legal action.

Full details of addresses and contact numbers are available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **Will I receive compensation if AXA, DAS or Lloyd's are unable to meet their liabilities?**

They are all covered by the Financial Services Compensation Scheme (FSCS), which is triggered when an authorised firm goes out of business. In this unlikely event you may be entitled to compensation from the scheme. Compensation under the scheme is provided for:

- Compulsory Insurance is covered in full
- Non compulsory insurance is protected in full for the first £2,000 and 90% of any amount above the threshold.

Full details are available at [www.fscs.org.uk](http://www.fscs.org.uk)

Cover applies to Great Britain, Northern Ireland, the Isle of Man and Channel Islands and additionally in respect of Business Liability to temporary visits and abroad excluding off-shore.

### Cover provided if Section 1 - The Building of the Shop is insured

The buildings of the Shop includes landlords fixtures and fittings therein and thereon walls gates and fences yards car parks and pavements piping ducting cables wires and associated control gear and accessories on the premises and extending to the public mains but only to extent of the Insured's responsibility.

Cover Provided	Standard Cover	Optional Cover	Policy Ref
"All Risks" cover being subject to certain exclusions	✓		Page 13 - 14
Automatic Reinstatement of Sum Insured following loss	✓		Page 28
Replacement value of Buildings (including Debris Removal, Architects and Surveyors' fees)	Up to the amount nominated by the Insured	Increased inflation protection up to a nominated amount	Page 13 Page 55 (Inflation Protection)
Damage to cables, drains and underground pipes	✓		Page 15
Subsidence Cover subject to acceptable underwriting criteria	✓		Page 56 - 57
Cover for tracing and making good leaking underground pipes, drains and cables	£25,000 any one shop any one period of insurance		Page 15

### Cover provided under Section 2 - Contents of the Shop

Within Item 1 Trade Contents are those contents for which the Insured is responsible including landlords fixtures and fittings interior decorations and employees personal effects up to £500 any one employee excluding stock in trade and property more specifically insured in the schedule.

Within Item 2 Stock in Trade and goods held in trust for which the Insured is responsible including

- a) wines and spirits up to £1,000
- b) tobacco cigarettes and cigars up to £1,000

Provided they are not specifically insured elsewhere in the schedule.

Items 3 and 4 are as detailed in the schedule

Cover Provided	Standard Cover	Optional Cover	Policy Ref
"All Risks" cover being subject to certain exclusions	✓		Page 16 - 18
Automatic Reinstatement of Sum Insured following loss	✓		Page 27
Replacement values on Contents and Stock on market value basis	Up to amount nominated by the Insured		Page 25 - 26
Stock including a) wines and spirits b) cigarettes and tobacco	£1,000 £1,000	Extra amounts if required	Page 16
Accidental Glass Breakage of fixed glass and sanitaryware	Unlimited		Page 19
Damage to signs (including neon signs)	£1,000		Page 20
Loss of or damage to goods in transit in your own vehicle	£5,000		Page 20
Replacement of locks and keys following theft	£1,000		Page 20

Cover Provided	Standard Cover	Optional Cover	Policy Ref
Loss of money <ul style="list-style-type: none"> <li>Premises during business hours, in transit and in a Bank Night Safe</li> <li>Premises out of Business Hours</li> <li>Business owner or Authorised Employee residence</li> <li>Crossed Cheques and non negotiable money</li> <li>Gaming, amusement or vending machines</li> </ul>	£7,500  £2,000 in safe/ £500 out of safe  £1,000  £500,000  £300		Page 21
Loss of freezer contents cover being subject to certain exclusions	£2,000		Page 23
Automatic seasonal increase for Christmas and Easter	Stock Sum Insured increased by 50%		Page 23
Loss or damage to Contents while providing outside catering	£5,000		Page 23
Exhibition cover for Stock in Trade and Trade Contents whilst at any exhibition	£5,000		Page 23
Loss of metered water	£2,500		Page 24
Damage to landscaped gardens caused by Emergency services	£1,000 in any one period of insurance		Page 24
Assault to your employees following robbery or attempted robbery <ul style="list-style-type: none"> <li>Death</li> <li>Total loss or permanent and total loss of use of one or more limbs</li> <li>Total and irrecoverable loss of all sight in one or both eyes</li> <li>Temporary total disablement from engaging in usual occupation</li> <li>Damage to clothing and personal effects</li> <li>Maximum compensation for 1 incident 1 person (in respect of temporary total disablement)</li> </ul>	£25,000 £25,000 £25,000 £150 per week for up to 104 weeks £1,000 £15,600		Page 22
Other covers available			
Theft by employees		£10,000	Page 59



**Cover provided if Section 3 - All Risks is insured**

This section shall indemnify the Insured or any member of his family permanently residing in the shops against loss or damage to their property specified in the schedule

Cover Provided	Standard Cover	Optional Cover	Policy Ref
"All Risks" on specified items (subject to certain exclusions) anywhere in Great Britain, Northern Ireland the Channel Islands the Isle of Man elsewhere within the European Community and for up to 14 consecutive days anywhere else in the world		✓	Page 29

### Cover provided if Section 4 (A) - Business Interruption is insured

This section covers loss of business income resulting from damage as a result of the cover provided under Section 2 of this policy

Cover Provided	Standard Cover	Optional Cover	Policy Ref
Loss of Business Income resulting from damage covered under contents	3 times the Contents sum insured or £500,000 whichever is the greater - up to 24 months period	Up to 36 months period	Page 31
Loss of Business Income as a result of damage at Suppliers premises	10% of the Sum Insured or £50,000 whichever is the greater		Page 33
Loss of Business Income as a result of damage at Public Utility Suppliers premises	Up to the Sum Insured		Page 33
Loss of Business Income resulting from denial of access to premises as a result of damage to other premises in the vicinity	Up to the Sum Insured		Page 33
Loss of Business Income as a result of murder/suicide at the premises or a human notifiable disease (excluding AIDS) being manifested within a 25 mile radius of the premises	Up to the Sum Insured		Page 33
Automatic Reinstatement of Sum Insured following a loss	✓		Page 32 - 33



**Cover provided if Section 4 (B) - Loss of Accounts Receivable is insured**

This section covers destruction or damage of any of the Insured's books of account or other business books or records at the shop or elsewhere within Great Britain Northern Ireland or the Isle of Man as a result of the cover provided under Section 2 of this policy

Cover Provided	Standard Cover	Optional Cover	Policy Ref
Cover for outstanding debts where business accounts are lost due to damage as defined above	£50,000		Page 36 - 37



**Cover provided if Section 5 - Loss of Licence is insured**

Cover Provided	Standard Cover	Optional Cover	Policy Ref
Loss of sales (less relative purchases) directly attributable to the loss of the liquor licence, and the reduction in the value of the shop - subject to certain exclusions	£100,000		Page 38 - 40

### Cover provided if Section 6 - Business Liability is insured

Cover Provided	Standard Cover	Optional Cover	Policy Ref
Employers Liability	£10million		Page 41
Public Liability	£2million	£5million	Page 43
Products Liability	£2million any period of insurance	£5million any one period of insurance	Page 42 - 43
Cover for legal costs in respect of prosecutions under the Health and Safety at Work etc. Act 1974/Part II Consumer Protection Act 1987	✓		Page 43 - 44
Legal Liability incurred under the Defective Premises Act	✓		Page 45
Personal Liability whilst abroad on business	✓		Page 46
Legal liability incurred as tenants	✓		Page 46
Indemnity to principal	✓		Page 47
Compensation for required Court Attendance	£250 per day per employee £500 per day per Director/Partner		Page 48
Hairdressers Treatment Risk		£1million	Wording available on request

**Cover provided if Section 7 - Computer Breakdown is insured**

Cover Provided	Standard Cover	Optional Cover	Policy Ref
Computer Breakdown		✓	
Breakdown or failure of computer equipment, or loss/damage to computer records	Up to nominated limit for equipment and £10,000 for computer records		Page 49
Additional expenditure incurred to <ul style="list-style-type: none"> <li>minimise the interruption to work normally carried on using the damaged computer equipment</li> <li>recompile or restore damaged data as a result of damage as covered by the contents section</li> </ul>	£10,000 any one period of insurance		Page 52
Costs to modify equipment or computer records to ensure compatibility with replacement computer equipment following insured damage	£10,000 any one period of insurance		Page 52
Costs incurred through additional rental of computer equipment arising out of the replacement of a hire agreement following insured damage	£10,000 any one period of insurance		Page 52

**Cover provided if Section 8 - Terrorism is insured**

Cover Provided	Standard Cover	Optional Cover	Policy Ref
Terrorism Cover		✓	Page 53 - 54

### Significant or Unusual Exclusions or Limitations applying to Sections 1 - 8 of the policy

Significant Exclusions/Limitations	Applies to	Policy ref
£250 Excess for Storm, Flood, Escape of Water, Riot, Civil Commotion, Theft and Accidental Damage	Buildings & Contents	Page 17
£100 Glass Excess	Contents	Page 19
£250 Computer Breakdown Excess (optional cover)	Computer	Page 50
£250 All Risks Excess (optional cover)	All Risks	Page 29
£1,000 Subsidence Excess	Buildings & Contents	Page 56
£250 Theft by Employees Excess (optional cover)	Contents	Page 59
£100 Public Liability Property Damage Excess	Business Liability	Page 45
£100 Tenants' Liability Excess	Business Liability	Page 46
Minimum Security conditions apply to this policy	Buildings, Contents & Business Interruption	Page 64 -65
Keys must be removed from the shop when closed for business unless the Insured or an employee live on the premises	Buildings, Contents & Business Interruption	Page 20
Special terms apply to empty buildings - you must advise your broker immediately if any premises become unoccupied	All covers	Page 28
Special terms apply to stock stored in basement/cellar	Contents	Page 17
Stock shortages and pilfering	Contents	Page 18

Significant Exclusions/Limitations	Applies to	Policy ref
Money in transit limited to £2,500 per person	Contents	Page 21
Money the property of the Post Office	Contents	Page 21
Employee Protection cover in respect of any premises incorporating a Post Office	Contents	Page 23
Computer or data processing equipment - Date Recognition Exclusion/ operator error, virus or hacking	All covers except Employers Liability	Page 63
Terrorism Exclusion (although some cover available if Section 8 is selected)	All covers	Page 61 - 62
Theft not involving entry to or exit from the premises by forcible and violent means	Buildings, Contents, All Risks & Business Interruption	Page 17
Theft of goods while in transit unless the vehicle is securely locked (and is garaged in secure and enclosed premises at night)	Contents & All Risks	Page 20
Freezer contents cover excludes 20% of any loss where the cabinet is over 10 years old	Contents	Page 23
Gradually operating causes e.g. rust, rot, corrosion and gradual pollution	Buildings, Contents, Business Interruption and Public Liability	Page 13 - 14
Mechanical or electrical breakdown of machinery	Buildings, Contents & Business Interruption	Page 18
Fines and penalties imposed	Business Liability	Page 41
Liability assumed by agreement	Public Liability	Page 45
Liability for which compulsory motor insurance is required	Employers' and Public Liability	Page 46
Liability incurred while working away from insured premises other than when undertaking catering activities	Employers' and Public Liability	Page 45
Damage to property in your custody/cost of remedying defects in products supplied	Public Liability	Page 44
Products knowingly exported into USA/Canada	Public Liability	Page 45



Significant Exclusions/Limitations	Applies to	Policy ref
Punitive/exemplary/aggravated/additional/compensatory damages awarded in USA and Canada	Public Liability	Page 47
Acts committed prior to commencement of cover	Theft by Employee optional cover	Page 59
Loss or damage to property resulting from a process involving heat application	All covers	Page 60

### Cover provided if Section 9 - Commercial Legal Protection is insured

This section will pay legal costs up to £100,000 including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses and accountants' fees. DAS will also pay the costs of appealing or defending an appeal. In all instances, it must be more likely than not that any action taken will be successful

Cover Provided	Policy Ref
Employment Disputes & Employment Compensation Awards	Page 74
Legal Defence	Page 76
Property Protection and Bodily Injury	Page 78
Debt Recovery	Page 77
Tax Protection	Page 79

### Significant or Unusual Exclusions or Limitations

Significant or Unusual Exclusions or Limitations	Policy ref
Personal Injury, Loss/Damage to property. In respect of compensation awards, the advice of DAS must be sought and followed. Total awards payable shall not exceed £1,000,000 in any period of insurance	Page 74 - 75
Prosecutions for motoring offences	Page 76
Contracts entered into by you. Goods in transit, lent or hired out by you. Goods not at your premises unless you are using them. Damage to, or caused by, motor vehicles unless your business is selling them	Page 78
The debt must exceed £250. You must have exhausted your credit control procedures. Debts due within the first 90 days of the policy where the agreement was in place prior to inception are excluded. Disputed debts are excluded	Page 77
Incidents where a specific or sudden accident is not the cause. Any injury caused by a motor vehicle.	Page 78
Tax avoidance schemes are excluded. £2,000 limit and £200 excess applies for each aspect enquiry	Page 79
Costs and Expenses incurred before written acceptance of a claim by DAS	Page 80
Any claim reported more than 180 days after the date the insured person should have known about the insured incident	Page 80
Any claim prior to written acceptance of it by DAS	Page 80

**Cover provided if Section 10 - Loss Recovery is insured**

Cover Provided	Standard Cover	Optional Cover	Policy Ref
To cover claims handling fees in order to provide Claims assistance	Applicable where claims value exceeds £5,000 or policy excess whichever is greater		Page 86

**Significant or Unusual Exclusions or Limitations**

Significant or Unusual Exclusions or Limitations	Policy ref
Claims in respect of Subsidence, Personal Injury, Employers, Public and Product Liability, Engineering, Motor Vehicles, Aviation and Marine Claims	Page 86

