



# **Shops Insurance**

## **Policy Summary**

This summary gives a general overview of the covers provided by this insurance. It does not include all the details of your individual policy. Please read this document alongside your quote or policy schedule and policy wording for full information about the terms and conditions of your cover and any limits or exclusions that apply.

We recommend that you read all your policy documents carefully to ensure you understand the cover provided and that it meets your needs. If you have any questions or are unsure about any aspect of your cover, please contact your broker.

Shops insurance is a commercial product underwritten by Intact Insurance UK Limited. It is suitable for customers involved in the retail or beauty & hairdressing industries who require insurance protection for their business assets, profits and legal liabilities with a range of automatic and optional covers. This product is not intended or suitable for premises with residential tenants or leaseholders.

Some sections of this policy apply automatically, others are optional. Optional cover only applies if you have selected them and do not apply to your policy if the cover is shown as 'Not Included' on your policy schedule. You can find more information about each of these covers under the same heading in the following pages of this summary.

#### **Automatic Covers**

- · Property Damage Insurance
- Business Interruption
- Deterioration of Stock Insurance
- All Risks Unspecified Insurance
- · Loss of Liquor Licence Insurance
- Money Insurance
- Transit Insurance
- Liabilities Insurance

### **Optional Covers**

- · All Risks Specified Insurance
- Fidelity Insurance
- Personal Accident Insurance
- · Terrorism Insurance
- Legal Expenses Insurance
- Machinery Breakdown Insurance

### Significant General Exclusions

Unless stated otherwise these exclusions apply to all sections of your policy. Please refer to your policy wording for the full list of exclusions and exceptions applicable to this policy.

We will not pay any claim due to:

- war and allied risks;
- radioactive contamination;
- loss or damage caused by terrorism\*;
- cyber loss or loss pertaining to data;
- disease.

\*unless you have selected Terrorism Insurance cover and it is shown as insured in your quote or policy schedule.

Along with the 'Exclusions and Limitations' listed in each section, there may be other restrictions or conditions that apply. Some cover may also need to be assessed individually.

To fully understand what's included in your policy, please check your policy wording, schedule, endorsements, or certificates for details about:

- any excess or contribution you may need to pay if you make a claim;
- any section limits and sub-limits that apply to each section:
- · the sums insured that you've agreed with us;
- how claims will be settled;
- the insurable value of your property (if the values you declare are lower, your claim may be reduced);
- any minimum security requirements you need to meet.

### Your obligations

Failure to comply with these obligations could invalidate your policy or result in a claim being rejected.

It is important that you:

- make a fair presentation of the risk at inception, renewal, and any variation of the policy and ensure that the information on the statement of fact is correct;
- tell us of any changes in your circumstances that may affect your insurance, and the cover provided;
- tell us as soon as you become aware of any incident or legal proceedings which may lead to a claim;
- do not admit, deny, negotiate, or settle a claim without our written permission;
- follow all the terms and conditions set out in the policy;
- at your own expense, take all reasonable steps to prevent damage or injury to employees or the public if you discover a defect or danger.

### The duration of the policy

The policy is renewed on an annual basis and will usually run for twelve months. The start and end dates of your insurance cover are shown in your policy schedule.

You will need to review and update your cover periodically as changes happen to ensure it continues to meet your needs.

#### Where you are covered

Your cover primarily applies in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, and the Channel Islands, however your cover may be subject to variation or restriction. Please see your policy wording and the accompanying policy schedule. Your broker (or Intact Insurance if you do not have a broker), will provide you with more details.

### How to pay your premium

You may be able to pay your policy annually, by monthly instalments or another option. Your broker, or Intact Insurance if you do not have a broker, will provide you with more details.

You must pay the premium shown in your policy schedule. We reserve the right to terminate the policy if there is a default in instalment payments due under any linked loan agreement or payment schedule.

If you have trouble paying your premium, please get in touch to discuss your options.

#### How to make a claim



You can notify us of any claim by calling our 24 hour claims helpline on 0345 300 4006 or you can tell us about your claim by visiting our website. You can do this at any time by scanning the

QR code or by visiting intactinsurance.co.uk/claims. Alternatively, you can contact your broker for a claim form. You must give us any information or help that we may ask for. Full details of how to claim are included in the policy wording under 'Claims Notification.'

## How to cancel your policy

You can cancel your policy at any time. You can do this by informing your broker.

We may cancel this policy by giving you at least 30 days' written notice to either your broker or your last known address.

We will pay you a refund of any premium already paid for the remaining period of insurance, if you have not made a claim and there are no notifiable incidents during the current policy year and the refund amount is more than £25.

### Law applicable to your policy

The law which applies is the law applicable in the part of the United Kingdom, Channel Islands, or the Isle of Man in which you are based. Full details will be provided in your policy wording and policy schedule.

### How to make a complaint

If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. If you have cause for complaint, you should contact your broker, or Intact Insurance if you do not have a broker.

In the unlikely event that they are unable to resolve your concerns, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive.

You can contact our Customer Relations Team by writing to us by post or by email.

Address: Intact Insurance, Customer Relations Team,

PO Box 255, Wymondham, NR18 8DP

Email: customerrelations@intactinsurance.co.uk

#### Financial Ombudsman Service

If the Intact Insurance Customer Relations team cannot resolve the matter to your satisfaction, they will provide you with our final response, upon which you may be eligible to refer your case to the Financial Ombudsman Service. This does not affect your right to take legal action.

Address: Financial Ombudsman Service,

Exchange Tower, London, E14 9SR

Telephone: 0800 023 4567

(free from mobile phones and land lines) or

0300 123 9123

(costs no more than calls to 01 or 02 numbers)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

#### Compensation

Intact Insurance UK Limited is a member of the Financial Services Compensation Scheme (FSCS).

This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies.

You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

## **Property Damage Insurance**

You should refer to your policy wording and policy schedule for the full details of any cover, exclusions or limitations that apply to your policy.

#### What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not insured.'

#### Standard covers:

Loss or damage caused by:

- fire, smoke, lightning, explosion, earthquake;
- riot or civil commotion;
- storm or flood:
- escape of water or oil or beverages;
- impact by any vehicle, aircraft or aerial devices dropped from them, an animal or collapse or breakage of aerials or satellite dishes;
- accidental escape of water from any automatic sprinkler installation;
- theft or attempted theft;
- subsidence, ground heave or landslip;
- oil escaping from a fixed heating installation or connected apparatus;
- falling trees;
- leakage of alcoholic drinks and soft drinks from storage containers or connected apparatus;
- accidental damage to fixed glass, neon signs and sanitary ware;
- any other accidental damage not specifically excluded.

#### Cover is extended to include:

- extinguishment expenses;
- damage to landscaped gardens and grounds caused by emergency;
- cost of locating and repairing damage resulting from escape of water or oil;
- costs of glazing repairs;
- cover for the cost of replacing locks following theft of keys;
- costs arising from unauthorised use of electricity, gas, oil or water;
- additional cost of metered water or oil resulting from insured damage;
- property at other locations;

#### **Exclusions and Limitations**

Please see 'what is not covered' in your policy wording.

- damage caused by pollution or contamination;
- some covers are excluded if premises are unoccupied beyond the period stated in your policy wording.

## What is covered (Cont.)

- liability for omission or neglect to send deeds and documents by recorded delivery or registered post;
- alterations and additions to buildings, shop front, tenant's improvements and general contents;
- seasonal increase in stock;
- loss reduction expenses and temporary repairs;
- removal of nests.

What is not covered (Cont.)

## **Deterioration of Stock Insurance**

You should refer to your policy wording and policy schedule for the full details of any cover, exclusions or limitations that apply to your policy.

#### What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not insured.'

#### Standard covers:

damage to:

- stock in the cold chamber of any refrigeration unit caused by:
  - a rise or fall in temperature; or
  - refrigerant fumes escaping from the refrigerated unit.

#### **Exclusions and Limitations**

Please see 'what is not covered' in your policy wording.

- deterioration or putrefaction resulting from damage at the premises;
- damage resulting from the deliberate act of any public electricity supply authority;
- loss of goodwill or other consequential loss;
- riot or civil commotion in Northern Ireland;
- cyber loss and loss of or damage to data;
- communicable disease;
- refrigeration units that are more than 15 years of

#### What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not included.'

#### Standard covers:

unspecified equipment;

#### You may also choose to insure:

specified equipment.

#### **Exclusions and Limitations**

- Please see 'what is not covered' in your policy wording.
- Security conditions that apply in respect of theft or attempted theft of unattended equipment are shown in your policy wording.
- Territorial limits that apply are shown in your policy schedule schedule.

- damage to the contents of machinery unless shown as insured;
- damage caused by pollution or contamination;
- damage by theft from any unattended vehicle unless security conditions are met.

## **Business Interruption Insurance**

You should refer to your policy wording and policy schedule for the full details of any cover, exclusions or limitations that apply to your policy.

#### What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not included.'

#### Standard covers:

If damage by an insured event causes an interruption to your business we will pay you:

- reduction in turnover;
- increased cost of working (the additional expenditure reasonably incurred in minimising the interruption to your business), during the indemnity period shown in your policy schedule.

#### Cover is extended to include:

- loss at suppliers' premises or storage sites;
- failure of public supply for electricity, gas or water at the premises;
- closure of the premises on the order of a public authority due to specified disease or vermin, pests and defective sanitation;
- murder or suicide at the premises;
- loss resulting from a prevention of access to or loss of attraction at your premises resulting from damage to property within 1,000 metres of your premises;
- prevention of access to your premises on the order of a public authority due to an emergency (this extension only applies if you have selected Terrorism Insurance and it is shown as insured in your policy schedule);
- accidental failure of the telecommunications system serving the premises;
- any situation in the United Kingdom, the Channel Islands or the Isle of Man where you are carrying out a contract.

#### You may also choose to insure:

any outstanding debts that you are unable to trace following an incident by any cause insured under property damage insurance.

#### **Exclusions and Limitations**

Please see 'what is not covered' in your policy wording.

- damage caused by pollution or contamination;
- some cover extensions have a shorter indemnity period, as shown in your policy wording.

- any loss during the first 24 hours of the indemnity period;
- loss arising from the accidental failure of any satellite or mobile phone services;
- loss caused by the failure to access extranets or applications and any services over the internet.

## **Loss of Liquor Licence Insurance**

You should refer to your policy wording and policy schedule for the full details of any cover, exclusions or limitations that apply to your policy.

#### What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not included.'

#### Standard covers:

- loss of gross profit if the premises licence in force is forfeited, suspended or withdrawn due; and
- reduction in the value of the premises should you be unable to obtain a further premises licence within 12 months and you sell the premises.

#### **Exclusions and Limitations**

Please see 'what is not covered' in your policy wording.

- loss arising from partial removal, suspension or failure of the granting of the premises licence;
- actual proposed compulsory acquisition, scheme of town or country planning improvement or development;
- alteration after inception of the policy;
- refusal to renew the premises licence;
- failure to keep premises open, maintained in good sanitary and general repair and to comply with directions of licencing authorities;
- any act or omission by you or by your failure to take all reasonable action to maintain the premises licence in force;
- your failure to apply for or follow the correct procedures for applying for a premises licence.

## **Money Insurance**

You should refer to your policy wording and policy schedule for the full details of any cover, exclusions or limitations that apply to your policy.

#### What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not included.'

#### Standard covers:

- business money:
  - money in your business premises, in transit or a bank night safe during working hours;
  - money in your business premises and in your residence, or that of any of your directors, partners or employees in a locked safe outside business hours;
- non negotiable money;
- damage to clothing and personal effects resulting from theft or attempted theft of money;
- benefits to employees for bodily injury sustained during a robbery including professional counselling.

#### **Exclusions and Limitations**

- Please see 'what is not covered' in your policy wording.
- Conditions that apply in respect of negotiable money in transit are shown in your policy wording.

- damage by theft by any of your directors, partners or employees unless it is discovered within 14 working days of the occurrence;
- amage by theft from an unattended vehicle;
- damage to or corruption of data;
- shortage due to error or omission;
- damage due to the use of counterfeit money;
- damage outside of Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man.

## Vehicles Owned or Operated by You

#### What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not included.'

#### Standard covers:

- damage to goods and general contents in transit while:
  - · loaded or carried on;
  - temporarily housed on or unloaded from,

any vehicle owned or operated by you.

#### Cover is extended to include:

- additional costs incurred in:
  - · transhipping goods and general contents;
  - · removal of debris following damage;
  - reloading of goods and general contents;
- damage to sheets, ropes, packing materials, dunnage, securing chains and toggles while carried on any vehicle owned or operated by you;
- damage to personal effects belonging to the driver or attendant in the course of employment.

#### **Exclusions and Limitations**

- Please see 'what is not covered' in your policy wording.
- Territorial limits that apply are shown in your policy schedule.

#### Cover excludes:

- damage or loss caused by wear and tear;
- damage caused as a result of inadequate packing;
- damage to goods and general contents while at an exhibition.

### **Exhibitions**

#### What is covered

#### Standard covers:

damage to goods while at an exhibition.

#### **Exclusions and Limitations**

Please see 'what is not covered' in your policy wording.

- damage or loss caused by wear and tear;
- damage to machinery due to its own operation;
- damage to goods whilst being demonstrated, test or worn;
- damage as a result of theft of goods left unattended at the exhibition.

## **Employers' Liability**

#### What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not included.'

#### Standard covers:

- legal liability for damages in respect of injury to any person employed during the period of insurance;
- costs of legal representation at coroners' inquests or proceedings in any court arising out of alleged breach of statutory duty that resulted in injury.

#### Cover is extended to include:

- compensation for court attendance as a witness in connection with a claim;
- unsatisfied court judgments;
- temporary workers.

#### **Exclusions and Limitations**

Please see 'what is not covered' in your policy wording.

- legal liability for:
  - · road traffic legislation;
  - · radioactive contamination;
  - fines or penalties.

### **Public/Products Liability**

#### What is covered

#### Standard covers:

Any person entitled to indemnity in connection with the business is covered:

- legal liability for damages in respect of injury to any person, accidental loss or damage to property;
- accidental nuisance, accidental trespass to land or goods or accidental interference with easement, right of air, light, water or way;
- including costs of legal representation at any coroners inquests or proceedings in any court arising out of alleged breach of statutory duty that resulted in injury;
- wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of right to privacy.

#### Cover is extended to include:

- cross liabilities;
- compensation for court attendance as a witness in connection with a claim;
- contingent motor liability;
- personal legal liabilities whilst overseas;
- data protection act;
- defective premises act;
- acceptable treatments undertaken by you or an employee (this extension only applies if clause HEB010 is shown as 'included' in your policy schedule).

#### **Exclusions and Limitations**

Please see 'what is not covered' in your policy wording.

#### Cover excludes:

- any legal liability in connection with:
  - · mechanical vehicles;
  - · employers' liability;
  - · property in your custody or control;
  - · pollution or contamination;
  - · products defects and recall;
  - breach of professional duty;
  - contractual liability;
  - disposed premise;
  - fines or penalties;
  - · fear of asbestos;
  - · asbestos removal costs;
  - · aircraft products;
  - cyber;
  - · motorised vehicles or cycles.

In addition to the above exclusions, where you have selected cover for acceptable treatments the below exclusions and limitations will apply.

Onditions and requirements for sun beds and skin piercings are shown in your policy wording under 'Special Conditions'.

- any legal liability in connection with:
  - any treatment involving the application of any chemical or material not tested and applied in accordance with the procedures and directions recommended by the manufacturer or other authorised supplier of the chemical or material;
  - treatment of the eyes or eye lashes (other than the application of cosmetics or eye lash extensions or tinting or perming);
  - · operation of sun beds;
  - use of laser treatment Intense Pulse Light Treatment (IPL), lasers (other than class 1 lasers) or Light Heat Energy treatment;
  - any preparation or other goods manufactured or made up to your formula;
  - · piercing of the tongue or genitalia;
  - tattooing or permanent or semi permanent make up exceeding a life expectancy time of three months.

## **Legal Defence Costs**

#### What is covered

#### Standard covers:

#### Part A

- the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
- the health, safety and welfare of a director, partner or person employed.

#### Part B

- the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
- the health, safety and welfare of any person other than a director, partner or person employed;
- Part II of the Consumer Protection Act 1987;
- · Part II of the Food Safety Act 1990.

#### **Exclusions and Limitations**

Please see 'what is not covered' in your policy wording.

- any legal liability in connection with:
  - · fines or penalties;
  - · other insurances;
  - · deliberate act;
  - asbestos.

#### What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not included.'

#### Standard covers:

Acts of Terrorism in Great Britain only.

#### **Exclusions and Limitations**

- Please see 'what is not covered' in your policy wording.
- If terrorism cover is required it must apply to all your insured property whether insured by this policy or not.
- Solution Cover will be limited to the sums insured selected, as shown in your policy schedule.

## Fidelity Insurance

You should refer to your policy wording and policy schedule for the full details of any cover, exclusions or limitations that apply to your policy.

#### What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not included.'

#### Standard covers:

loss of money, securities or property owned or leased by you resulting from a fraudulent act by an employee.

#### **Exclusions and Limitations**

- Please see 'what is not covered' in your policy wording.
- Minimum standards of control conditions which apply are shown in your policy wording.

- fines or penalties;
- damage to confidential information of any kind;
- any loss first discovered prior to the start of the period of the insurance or after the expiry of the period of insurance, unless cover is provided by the discovery period extension and it is shown as insured in your policy schedule.

#### What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not included.'

#### Standard covers:

benefits payable for death or disablement and related medical expenses as a result of accidental bodily injury sustained by you or your partners, directors or employees during the selected operative time as detailed in your policy wording and schedule.

#### Cover is extended to include:

- medical expenses incurred within two years of an accident;
- coma benefit;
- commuting expenses to aid a return to work;
- dependents benefit;
- hospitalisation;
- additional benefit payable if the insured person suffers paralysis.

#### **Exclusions and Limitations**

Please see 'what is not covered' in your policy wording.

- bodily injury arising from the insured person engaging in or practicing excluded activities;
- bodily injury arising from the insured person taking or attempting to take their own life, or as a result of self-inflicted injury;
- any physical or mental defect of any sort which was known prior to inception of the policy;
- terrorism unless you have selected Terrorism Insurance cover and it is shown as insured in your policy schedule.

## Legal Expenses Insurance

You should refer to your policy wording and policy schedule for the full details of any cover, exclusions or limitations that apply to your policy.

#### What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not included.'

#### Standard covers:

Costs incurred in pursuing or defending the legal rights of your business as a result of legal proceedings relating to:

- employment disputes;
- prosecution defence;
- occupied property;
- damage to goods;
- taxation enquiries;
- appeals to statutory bodies;
- bodily injury recovery;
- contract disputes.

#### Cover is extended to include:

- jury service allowance;
- witness/defendant attendance allowance.

#### **Exclusions and Limitations**

- Please see 'what is not covered' in your policy wording.
- Our written consent must be obtained to pursue these actions, and you must comply with all the requirements in the policy wording.
- If you select your own legal representative (as detailed in your policy wording) we will not pay fees in excess of what we would have paid our own choice of representative.
- Limits of liability which apply are shown in your policy schedule.
- Conditions which apply are shown in your policy wording.

## **Machinery Breakdown Insurance**

You should refer to your policy wording and policy schedule for the full details of any cover, exclusions or limitations that apply to your policy.

#### What is covered

#### Standard covers:

in the event of an insured loss you will be covered for the value of the property destroyed, or the cost of repair, or, at our option, reinstatement or replacement, from any cause not excluded by the policy.

#### Cover is extended to include:

- temporary removal;
- additional property owned by or leased to you;
- temporary repairs or expediting costs;
- costs incurred in the removal of debris;
- loss avoidance measures.

#### **Exclusions and Limitations**

- Please see 'What is not covered' in your policy wording.
- Territorial limits that apply are shown in your policy wording.

#### Cover excludes:

- testing, overloading and repair;
- so fire, explosion and collapse;
- vubber tyres;
- pollution or contamination;
- corrosion or erosion;
- wear and tear:
- scratching of painted or polished surfaces;
- damage to non-metallic protective linings, pipes or hoses, and driving or conveyor belts and batteries;
- financial loss;
- the cost of complying with building regulations or local authority or statutory requirements.

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