



Retailers

Summary of Cover

A photograph of a store window with a wooden frame and metal door handles. A sign is visible in the window, and a pair of glasses is reflected on the glass. The sign lists the days of the week and their corresponding opening hours.

Monday	
Tuesday	
Wednesday	9.00 - 5.30
Thursday	9.00 - 5.30
Friday	9.00 - 5.30
Saturday	9.00 - 5.30
Sunday	Closed

Towergate Underwriting Retailers Insurance Summary of Cover

We are keen to work in partnership with You and avoid any misunderstandings.

This is a summary of the policy 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 make a fair presentation of the risk to Us and read the policy document carefully when you receive it.

Name of the Insurer

This insurance policy is underwritten by Allianz Insurance Plc. The Insurer of the Legal Expenses Section is DAS Legal Expenses Insurance Company Limited.

This policy is administered by Towergate Underwriting Group Ltd trading as Towergate Underwriting under authority granted by the insurers.

Duration of Policy

The policy will remain in force for 12 months from date of commencement, or as otherwise shown on your policy schedule.

Cancellation

We may cancel this policy or any part thereof by giving 30 days notice to your last known address. You will have the right to cancel for any reason during the 14 day period after you receive your policy documentation, or if you sell the business or cease to trade.

Provided there have been no claims made under the policy or that no incident has occurred that is likely to give rise to a claim or that there has been no breach of any policy conditions, you shall be entitled to the return of a proportionate part of the premium in respect of the unexpired period of insurance, or a full refund, less any cancellation charge, if the policy is cancelled prior to cover effecting.

How to Claim

If you need to make a claim please contact your Insurance Broker. If you are unable to contact your broker please telephone our claims line on 0344 892 0967.

Please have your policy number to hand when calling.

Glass Replacement Service

A quick and efficient repair/replacement service is available 24 hours a day. Please telephone 0333 003 3388.

Risk Management Services

As well as insurance cover, We believe in helping our clients to find practical solutions for the risks they face. That's why our policyholders receive our risk management service, Added Value, which could save you money and also help reduce the likelihood of future claims.

Added Value service includes:

- Access to a library of information, template documents and self assessments in Health & Safety Management and Human Resources;
- 24/7 online ask the expert service;
- Access to an online Business Law legal library of business guides, document builders, letters and articles;
- Legal advice through the Business Law helpline, telephone 0330 100 9617
- Access to fully confidential stress counselling helpline manned by professional counsellors, telephone 0344 893 9012

- A variety of online, interactive training modules, including Manual Handling, Workplace Risk Assessment, Workplace Fire Safety.

For further information of any of Our Online risk management services, please visit www.towergate.co.uk/addedvalue or call us on 0344 892 0968

Complaints and Compensation

Towergate Underwriting's goal is to give excellent service to all our customers, but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

If you are disappointed with any aspect of the handling of your insurance, please contact the Managing Director at:

Towergate Underwriting
The Octagon
Middleborough
Colchester CO1 1TG
Tel: 0344 892 0965

If your complaint requires investigation by another party, we will pass details onto them to deal with in accordance with their complaints procedure. In this event, we will provide you with details of who we have passed your complaint to.

If your complaint refers to the Legal Expenses section please write to DAS Customers Relations Department at the address below: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Refer your complaint to the Financial Ombudsman Service

If, after making a complaint to Towergate Underwriting or DAS, you feel that the matter has not been resolved to your satisfaction (or if Your complaint remains unresolved after 8 weeks of initially telling us) You may be able to refer Your complaint to the Financial Ombudsman at:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Tel: 0800 023 4567 (for landline users)
0300 123 9123 (for mobile users)

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

Financial Services Compensation Scheme

The Insurers of this policy are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if any of the Insurers are unable to meet their obligations. This depends on the type of business and the circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS.

You can visit their website at www.fscs.org.uk or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

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Retailers Insurance Summary of Cover

Significant Cover Features and Benefits

Your policy includes the following significant cover features and benefits which are detailed in your policy documentation.

Significant or Unusual Exclusions or Limitations

Your policy includes the following significant or unusual exclusions or limitations which are detailed in your policy documentation.

Significant Cover Features and Benefits

Significant or Unusual Exclusions or Limitations

Asset Protection Insurance

Property Damage Section

All Risks cover.

The cover extends to include:

- Seasonal increase of 50% for stock
- Changing locks following theft of keys up to £1,500
- Glass (including boarding up costs) and cover for window, door frames and content of display windows and displays
- Business cover away from the premises anywhere in the European Union up to 15% of the sum insured or £2,500 any one item
- Debris removal
- Loss of metered water up to £10,000
- Trace and access up to £25,000
- Day one average on buildings and contents (15% uplift).

Cover can be extended to include Terrorism and, or Subsidence, ground heave and landslip.

Money and Assault Section

Loss of money belonging to your business:

- From your premises during business hours – £5,000
- Whilst in transit or in bank night safe – £5,000
- From your home or employees home – £500
- From a locked safe – £1,500 limit
- After business hours not in a safe – £500
- From gaming machines – £500
- Bodily injury to you or your employees as a result of assault or attempted assault whilst carrying money belonging to your business, Maximum payable £25,000.

Employee Dishonesty Section (Optional)

- Protection for your business against losses caused directly by theft, fraud or dishonesty committed by your employees up to a limit of £25,000.

Property in Transit Section

- Cover in respect of property insured whilst in transit in connection with the business, limit £5,000.

Please refer to the Property Damage Section of the policy booklet

- Wear and tear, gradual deterioration, faulty or defective design, materials or workmanship
- Mechanical or electrical breakdown or derangement
- Unexplained losses, fraud or dishonesty
- Theft or attempted theft by any person lawfully in the premises, where you or your partners, directors, employees or household members are involved or from any building not capable of being locked
- Theft or attempted theft not involving entry into or exit from buildings by forcible or violent means
- Damage due to escape of water from tanks and pipes, malicious persons (other than fire and explosion) or breakage of glass in respect of buildings which are unoccupied
- Damage to moveable property in the open by wind, rain, hail, sleet, snow, flood, dust
- Changes in the water table and frost damage
- The first part of any claim (your excess)
- Minimum Security Condition applies to this policy.

Please refer to the Money and Assault Section of the policy booklet

- Shortage due to clerical or accountancy errors
- Loss due to the fraud or dishonesty of any employees not discovered within seven working days
- Loss from unattended vehicles
- Losses arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- Minimum Security Condition applies to this policy.

Please refer to the Employee Dishonesty Section of the policy booklet

- Losses supported solely by inventory or profit and loss calculations
- Consequential losses, penalties and fines
- An employee you do not directly supervise or is known to have been previously dishonest
- The first part of any claim (your excess).
- The maximum we will pay for losses involving employees for whom no references have been obtained is £2,500 and no cover for auditors' fees is available.

Please refer to the Property in Transit Section of the policy booklet

- Theft or attempted theft unless all points of access are locked and manufacturers devices in effect and the keys removed.

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Retailers Insurance Summary of Cover

Significant Cover Features and Benefits

Significant or Unusual Exclusions or Limitations

Asset Protection Insurance *continued*

Frozen Foods Section

- Deterioration of foods following the breakdown of refrigeration units up to 15 years old or, accidental failure of the public electricity supply up to £2,500 per freezer.

Please refer to the Frozen Foods Section of the policy booklet

- Wear and tear, deterioration, or gradually developing flaws or defects in the unit
- Failure to correctly set the temperature
- Over 10 years old and not subject to an annual maintenance contract.

Revenue Protection Insurance

Business Interruption Section

Interruption to your business following an insured loss under the Property Damage Section which results in reduced income and increased running costs. The standard policy limit is £750,000 over 24 months.

The cover extends to include:

- Enforced closure due to notifiable infectious disease within a 25 mile radius, limit £50,000
- Damage to property in the vicinity of the premises which hinders or prevents access to the premises
- Damage at your suppliers premises, limit £100,000
- Damage to your customers premises, limit £100,000
- Accidental failure of telecommunications at the premises lasting at least 24 hours
- Accidental failure of public supplies of electricity, gas or water lasting at least 30 minutes
- Damage to your property while in transit in Great Britain or Northern Ireland, limit £5,000
- Loss of book debts as a result of your business records being lost, destroyed or damaged due to an insured event, limit £50,000.

Cover can be extended to include Terrorism.

Please refer to Business Interruption Section of the policy booklet

- Losses excluded under the Property Damage Section
- If your business is wound up or carried on by a liquidator or receiver or is permanently discontinued.

Loss of Licence Section (Optional)

- The reduction in value of your interest in the premises or in the business as a result of non-renewal or withdrawal of your licence from causes beyond your control.

Please refer to the Loss of Licence Section of the policy booklet

- Arising out of any town or country planning, improvement or redevelopment
- Compulsory purchase or surrender
- Reduction or redistribution of licences
- A change in the law.

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Retailers Insurance Summary of Cover

Significant Cover Features and Benefits

Significant or Unusual Exclusions or Limitations

Legal Liabilities Insurance

Employers' Liability Section

Protection against your legal liability for bodily injury to your employees up to a limit of indemnity of £10,000,000 including costs and expenses. Cover also includes:

- Legal costs and expenses in defending prosecutions under all relevant health and safety legislation
- Worldwide cover for employees normally resident in the UK who are temporarily working overseas.

Public and Products Liability Section

Protection up to the limit of indemnity against your legal liability for bodily injury to third parties or damage to their property, and certain other contingencies such as obstruction, trespass, nuisance, interference, wrongful arrest and eviction.

The cover extends to include:

- Contingent motor third party liability arising out of the use of vehicles not owned by you within the UK
- Employees and visitors personal effects when kept in safe or storage room and motor vehicles and contents in the garage or carpark of the hotel provided the garage is locked over night
- Personal liability of employees and directors whilst they are overseas on your business
- Liability for loss of or damage to premises hired or rented to you for the purpose of your business
- Legal costs and expenses in defending prosecutions under all relevant health and safety legislation.

Cover can be extended to include professional treatment risk for salon based trades.

Please refer to the Employers' Liability Section of the policy booklet

- Cover for acts of terrorism is limited to £5,000,000 per event
- Work in or on or travel to or from any offshore installation or support vessel
- Bodily injury to an Employee carried in or on, entering or alighting a vehicle or where Road Traffic Act legislation applies
- Liability in respect of liquidated damages, penalty clauses and fines.

Please refer to the Public and Products Liability Section of the policy booklet

- Cover for acts of terrorism is limited to £2,000,000 or the limit of indemnity shown in the Schedule if less for any one event
- Loss or damage to property in your custody of control or to products supplied
- Cost of remedying defects in products supplied
- Liability assumed by agreement in connection with products supplied
- Pollution unless caused by a sudden and identifiable incident
- Work in or on or travel to or from or within or products supplied to any offshore installation or support vessel
- Liquidated damages, penalty clauses, fines or punitive damages
- The first £100 of each and every claim for loss of or damage to premises hired or rented
- Exposure to, inhalation of, fears of the consequences of exposure to or inhalation of, costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating or managing any property arising out of the presence of Asbestos
- The first part of any claim for loss of or damage to property (your excess).

Towergate Underwriting Retailers Insurance Summary of Cover

Significant Cover Features and Benefits

Legal Expenses Insurance

This section of the policy will pay legal costs up to the limit of £500,000 including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses and accountants' fees. It will also pay the costs of appealing or defending an appeal.

Employment Disputes and Compensation Awards

- Defending your legal rights if you have a dispute with an employee that cannot be resolved internally

Legal Defence

- Defending your legal rights if you face a criminal prosecution arising directly in connection with your business activities; receive a statutory enforcement notice; or experience problems under the Data Protection Act 1998

Statutory Licence Appeal

- An appeal to the relevant authority, court or tribunal following a decision to have your licence, mandatory registration, or British Standard Certificate of Registration cancelled, suspended, or altered

Contract Disputes

- A contractual dispute arising from an agreement or an alleged agreement entered into by you for the purchase, hire, sale or provision of goods or of services

Significant or Unusual Exclusions or Limitations

Please refer to the Employment Disputes and Compensation Awards Section of the policy booklet

- Providing that throughout the employment dispute, you have either followed the ACAS Code of Disciplinary and Grievance Procedures, or the equivalent codes in Northern Ireland, or sought and followed advice from the DAS legal advice service
- Note that various waiting periods apply to claims that arise from employment disputes
- The total compensation awards payable shall not exceed £1,000,000 in any one period of insurance

Please refer to the Legal Defence Section of the policy booklet

- A prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle
- Appeals against the imposition or terms of any Statutory Notice issued in connection with your licence, mandatory registration, or British Standard Certificate of Registration
- Statutory Notices issued by a regulatory or governing body

Please refer to the Statutory Licence Appeal Section of the policy booklet

- An original application, or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration
- Ownership, driving or use of motor vehicles

Please refer to the Contract Disputes Section of the policy booklet

- The amount in dispute exceeds £500 including VAT
- Any claim where the amount in dispute exceeds £5,000 you will pay the first £500 of any costs and expenses
- Any claim relating to the settlement payable under an insurance policy
- A dispute relating to an agreement which was entered into prior to the start of this section of the policy where the date of occurrence is within the first 90 days of the cover provided by this section of the policy
- The recovery of money and interest due from another party, other than where the other party intimates that a defence exists
- Where a dispute relates to money owed to you, a claim is made within **90 days** of the money becoming due and payable

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Retailers Insurance Summary of Cover

Significant Cover Features and Benefits

Significant or Unusual Exclusions or Limitations

Legal Expenses Insurance *continued*

Debt Recovery

- A dispute relating to the recovery of money and interest due from the sale or provision of goods and services, including the enforcement of judgments

Property Protection

- A civil dispute relating to material property, owned by you or for which you are responsible, which causes physical damage, a legal nuisance, or a trespass.

Personal Injury

- A civil claim for damages following a specific or sudden accident that causes the death of, or bodily injury to an employee. This includes the family members' legal rights.

Tax Protection

- A tax enquiry; an employer compliance dispute; or a VAT dispute.

Tenancy Disputes

- A dispute with your landlord relating to the business premises leased, hired or rented to you.

Please refer to the Debt Recovery Section of the policy booklet

- The amount of the debt exceeds £500 including VAT
- Any claim where the amount in dispute exceeds £5,000 you will pay the first £500 of any costs and expenses
- Any claim relating to the settlement payable under an insurance policy
- A debt arising from an agreement entered into prior to the start of this section of the policy if the debt is due within the first 90 days of the cover provided by this section of the policy
- The recovery of money and interest due from another party, other than where the other party intimates that a defence exists
- Any dispute which arises from debts you have purchased from a third party
- A claim is made within **90 days** of the money becoming due and payable

Please refer to the Property Protection Section of the policy booklet

- You must have established the legal ownership or right to the land that is the subject of the dispute
- A claim relating to a contract you have entered into
- Goods in transit, or goods lent or hired out
- The enforcement of a covenant by or against you

Please refer to the Personal Injury Section of the policy booklet

- Any claim where you [the policyholder] have not given your consent
- Any illness or bodily injury that happens gradually
- Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
- Clinical negligence

Please refer to the Tax Protection Section of the policy booklet

- The first £200 of each and every claim in respect of aspect enquiries
- Note an inner limit of indemnity of £2,000 per claim applies in respect of aspect enquiries
- Any tax avoidance schemes
- An investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, Public Notice 160, or by the Revenue & Customs Prosecution Office

Please refer to the Tenancy Disputes Section of the policy booklet

- Any claim relating to rent, or services charges, or renewal of the tenancy agreement



Towergate Underwriting

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Towergate Underwriting is a trading name of Towergate Underwriting Group Limited,
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