



Shops Insurance Policy Summary

This is a summary of the policy only and does not contain full terms and conditions of the contract of insurance. These can be found in the Policy document, a copy of which is available on request. Excesses (the amount of any claim that you are responsible for) are shown on the Policy Schedule.

Insurer

Liverpool Victoria Insurance Company Limited.

Type of Cover

Nationwide Shops Insurance is designed to cover the assets, earnings and the legal liabilities of your business. Some of the covers are optional and will only apply if you have selected them and they are shown in the Policy Schedule.

Significant features & Significant or unusual exclusions or limitations

Section 1: Material Damage

Cover

This Section of the Policy covers damage to Property caused by:

Fire, lightning, explosion, aircraft, earthquake, riot, malicious damage, theft, storm, flood, impact, escape of water, sprinkler leakage, accidental damage and subsidence as defined in the Insurable Perils section of the Policy.

Some of these Perils are optional. The Policy Schedule will show which Insured Perils apply for each item.

	Principal Extensions	Limit
	capital additions	the lesser of 10% of Sum Insured or £250,000
	clearing of drains	£5,000
	fire extinguishment expenses	£5,000
	loss of metered water	£5,000
	europaean community and public authorities	15% of Buildings Sum Insured
	removal of debris	
	temporary removal	the lesser of 10% of the Contents Sum Insured or £100,000
	theft damage to buildings	£25,000 (if buildings are not insured)
	theft of keys and lock replacement	£1,000
	trace and access	£5,000 any one claim/£25,000 in any one Period of Insurance
	underground services	
	exhibitions	£2,500
	third party storage locations	£5,000
	other locations	£10,000
	seasonal increase	25%

Principal Exclusions

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| <ul style="list-style-type: none"> • a number of covers are excluded when premises are unoccupied • accidental erasure of electronic records • acts of fraud or dishonesty • bursting by steam pressure of boilers other than used for domestic purposes • cessation of work • change in temperature • corrosion, rust, wet or dry rot • damage to building by its own collapse or cracking | <ul style="list-style-type: none"> • damage to property that is the subject of a trade process • defective workmanship, design or materials • disappearance, unexplained loss • frost, change in water table level • inherent vice, latent defect, gradual deterioration • joint leakage, failure of welds • mechanical or electrical breakdown • orders of the government • pollution or contamination | <ul style="list-style-type: none"> • spontaneous fermentation • storm and flood damage caused to fences, gates and property in the open • subsidence heave or landslide <ul style="list-style-type: none"> > on made up ground > coastal erosion > normal settlement of new structures • theft not involving forcible and violent means • theft of property in the open • wear and tear |
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Additional Covers to Section 1

Cover	Cover includes	Principal Exclusions
<p>Glass Damage to glass</p>	<ul style="list-style-type: none"> • damage to alarms • damage to framework and contents caused by glass up to £2,500 • sanitary ware up to £2,500 • temporary boarding up • lettering or other ornamental work and alarm foil up to £2,500 • damage to external signs and blinds up to £2,500 	<p>Damage</p> <ul style="list-style-type: none"> • caused by repairs or alterations • when the building is unoccupied • caused by wear and tear or gradual deterioration • caused by scratching or cracking • caused by change in colour temperature or climatic conditions • defective design materials or inherent defects
<p>Money Loss of business money either on the premises or elsewhere within in Great Britain Northern Ireland the Isle of Man or the Channel Islands. Limits are shown on the Schedule for money:</p> <ul style="list-style-type: none"> • in the buildings during business hours • in transit • in the insured's private dwelling house • in the buildings outside business hours • secured in a locked unspecified safe • secured in a specified safe • non negotiable money 	<ul style="list-style-type: none"> • clothing and personal effects up to £500 • damage to safes and tills 	<ul style="list-style-type: none"> • loss from an unattended vehicle • shortage due to error or omission
<p>Theft by Employees Loss of business money or goods caused by fraudulent acts of employees.</p> <ul style="list-style-type: none"> • Limit £5,000 		<ul style="list-style-type: none"> • losses not discovered within 14 days of the loss

Cover	Cover includes	Principal Exclusions
<p>Personal Accident (Assault)</p> <p>Benefits payable to Employees in the event of injury caused by assault. Limits are shown in the Schedule for these benefits:</p> <ol style="list-style-type: none"> 1. death 2. loss of limbs or eyes 3. permanent total disablement 4. temporary total disablement 		<ul style="list-style-type: none"> • more than one of the Benefits 1-3 in respect of any one person • any person under 16 years of age • pre-existing physical or mental defect
<p>Goods in Transit</p> <p>Property in transit in Great Britain Northern Ireland the Isle of Man or the Channel Islands. Standard limit £3,000</p>	<ul style="list-style-type: none"> • packing materials up to £2,500 • personal effects belonging to the driver up to £500 • reloading cost up to £2,500 • removal of debris up to £2,500 • re-securing unsafe loads £2,500 • transferring property to any other vehicle up to £2,500 	<ul style="list-style-type: none"> • breakdown of refrigeration • depreciation, delay, inadequate documentation • erection dismantling or installation • inadequate packing or addressing • spillage leakage
Optional Additional Cover to Section 1		
<p>All Risks on portable property</p> <p>All Risks cover on portable property within the Geographical Area selected</p>		<ul style="list-style-type: none"> • official confiscation or detention • unattended property unless contained in <ul style="list-style-type: none"> > a securely locked building > a secure vehicle • wear tear, breakdown or depreciation

Section 2: Business Interruption

Cover

This Section of the Policy covers loss of gross profit caused as a result of damage to Property covered in Section 1. Standard cover is £250,000 with 12 months indemnity.

Principal Extensions	Limit
accidental failure of public supply	£100,000
denial of access	£100,000
unspecified suppliers	£100,000
property in transit	£50,000
documents	£25,000
contract sites	£25,000
storage sites	£25,000
outstanding debit balances	£25,000
premises closure or restrictions	£25,000

Principal Exclusions

- damage by riot or malicious damage causing erasure loss distortion or corruption of information on computer systems
- other erasure loss distortion or corruption of information on computer systems unless resulting from any of the Insured Perils

Increase in Cost of working due to:

- failure of any satellite prior to its obtaining its full operating function
- atmospheric, solar or lunar conditions causing temporary interference with transmission to or from any satellite

Optional Additional Cover to Section 2

Cover	Cover includes	Principal Exclusions
<p>Loss of Licence</p> <p>Depreciation in value of the Insured's interest in the insured premises should the licence be forfeited or refused renewal from causes beyond the Insured's control</p> <p>A Limit is shown in the Schedule.</p>	<ul style="list-style-type: none"> • costs incurred in connection with an appeal 	<ul style="list-style-type: none"> • loss by virtue of any legislation relating to the licence • loss of any extension to the normal opening hours • revoking or refusal to renew the licence due to town or country planning improvement or redevelopment or compulsory purchase or the surrender reduction or redistribution of licences • revoking or refusal to renew the licence due to misconduct neglect or connivance of the insured

Section 3: Equipment Breakdown

Cover

This section covers electrical or mechanical breakdown of equipment and damage caused as a result of explosion of steam boilers. The Limit of Indemnity is £500,000

Principal Extensions	Limit
business interruption	£30,000
computer equipment	£250,000
refrigerator contents	£15,000
expediting expenses	£20,000
hazardous substances	£10,000
hire of substitute item	£5,000
computer increased cost of working	£25,000
loss avoidance measures	£5,000
loss of contents of oil tanks	£5,000
public authorities	
reinstatement of data	£25,000

Principal Exclusions

Damage caused by or resulting from:

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| <ul style="list-style-type: none"> • a pressure test of any boiler or pressure vessel • an insulation breakdown test of any type of electrical equipment • any defect, virus, loss of data within media • wear and tear, corrosion or other gradually developing conditions • solidification, biological activity or spontaneous chemical reaction in the contents of tanks | <ul style="list-style-type: none"> • loss or damage recoverable under the maintenance agreement or any warranty or guarantee • with respect to business interruption, delay in resuming business due to the need to reinput data • with respect to public authorities: <ul style="list-style-type: none"> > fines > any liability to a third party > any increase in loss due to a hazardous substance > increased construction costs until the building is repaired or replaced | <ul style="list-style-type: none"> • with respect to loss of contents from oil storage tanks <ul style="list-style-type: none"> > loss by fire or corrosion > natural separation > use of cleaning fluids > whilst in transit • with respect to deterioration of stock: <ul style="list-style-type: none"> > deliberate acts of electricity suppliers > neglect/misuse > incorrect setting of thermostats |
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Excluded Equipment

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| <ul style="list-style-type: none"> • buildings and structures • domestic equipment • electronic equipment • equipment manufactured by the insured for sale, tools and dyes | <ul style="list-style-type: none"> • equipment owned by tenants of the Insured • equipment requiring periodic renewal • insulating or refractory material • manufacturing, process, production equipment • mobile plant and equipment | <ul style="list-style-type: none"> • vehicles or any equipment mounted on vehicles, aircraft, watercraft • water piping, sprinkler systems and underground services |
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Section 4: Employers' Liability

Cover

This Section protects companies for their legal liabilities in respect of claims from employees suffering an injury or disease arising out of and in the course of their employment. The Limit of Indemnity inclusive of Legal Costs and Solicitors Fees is £10,000,000

Principal Extensions	Limit
court appearance compensation Health & Safety at Work Act 1974 – legal defence costs indemnity to other parties unsatisfied court judgments Corporate Manslaughter and Corporate Homicide – legal defence costs	£250 per day per person

Principal Exclusions

- liability arising from work or visits offshore
- injury involving motor vehicles in circumstances where motor insurance is required by law
- working other than in Great Britain, Northern Ireland, Channel Islands and Isle of Man other than for temporary visits

Section 5: Public & Products Liability

Cover

This Section protects companies for their legal liabilities to pay compensation and legal costs for accidental death or personal injury to any person (excluding employees) and accidental damage to third party material property.

The Limit of Indemnity is shown on the Schedule and is inclusive of costs in respect of occurrences in the USA or Canada.

Principal Extensions	Limit
court appearance compensation Consumer Protection Act 1987& Food Safety Act 1990 – legal defence costs cross liabilities Data Protection Act 1998 Defective Premises Act 1972 Health and Safety at Work Act 1974 – legal defence costs indemnity to other parties motor contingent liability overseas personal liability Corporate Manslaughter and Corporate Homicide – legal defence costs	£250 per day per person

Principal Exclusions

- advice & design & treatment
- fines
- vehicles when compulsory insurance is required
- all pollution in USA/Canada
- gradual pollution & contamination
- working offshore
- asbestos other than accidental discovery
- property in the custody/control of the Insured
- working other than in Great Britain, Northern Ireland, Channel Islands and Isle of Man
- contractual liability
- safety critical products
- damage to goods supplied
- use of boats, watercraft, aircraft
- exports to USA/Canada
- work away other than collection and delivery

Section 6: Terrorism

Cover

An optional section where you may choose to add All Risks Terrorism Insurance to the Material Damage and Business Interruption covers.

Cover is provided for events arising from acts of Terrorism in England, Scotland and Wales.

Terrorism cover can not be purchased selectively. If you require Terrorism cover it must apply to all your insured property.

Cover will be

- limited to the Sums Insured that you have selected
 - subject to the same exclusions as under the Material Damage and Business Interruption Sections.
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Section 7: Legal Expenses

Cover

This section indemnifies the Insured in respect of claims for Legal Costs, Professional Costs and Awards of Compensation notified within the Period of Insurance.

Covers provided are:

Sub-section A – Contract Disputes, Sub-section B – Criminal Prosecution Defence, Sub-section C – Employment Disputes, Sub-section D – Tax Protection, Sub-section E – Property Disputes, Sub-section F – Data Protection, Sub-section G – Statutory Licence, Sub-section H – Personal Injury, Sub-section I – Wrongful Arrest Defence, Sub-section J – Jury Service Allowance and Sub-section K – Pension Trustee Defence.

Limits of indemnity are Sub-sections A, B, C, D, E, F, G, H, I and K – £100,000 any one claim and Sub-section J – £1,000 any one claim. All £1,000,000 in the aggregate.

Policy Benefit	Principal Exclusions	Principal Exclusions
<p>Sub-section A – Contract Disputes – Disputes with suppliers and customers concerning a contract for the sale, or supply of goods or services provided:</p> <ul style="list-style-type: none"> • The amount in dispute exceeds £1,000 • If the dispute relates to monies owed, the designated debt collection service is notified within 30 days • Legal Expenses incurred in the pursuit of any claim or legal proceedings shall be limited to 75% of the amount in dispute • If the dispute relates to a construction contract the work is carried out to a property owned by the Insured and the work is incidental to the Insured's Business 	<ul style="list-style-type: none"> • Contracts where the rights or liabilities are incurred through an agent • Contracts governed by the Consumer Credit Act 1974 	<ul style="list-style-type: none"> • Employment contracts • Contracts for the use of Insured property.
<p>Sub-section B – Criminal Prosecution Defence – Defence of criminal prosecutions and appeals against Improvement Notices under the Health and Safety at Work Act or the Food Safety Act.</p>	<ul style="list-style-type: none"> • Prosecutions arising from HMRC investigations • Allegations of unlawful violence or dishonesty 	<ul style="list-style-type: none"> • Allegations of speeding or driving whilst under the influence of alcohol or drugs or allegations of non endorsable road traffic offences
<p>Sub-section C – Employment Disputes – Defence of disputes with prospective employees, employees or former employee concerning their contract of employment or any employment related legislation and indemnity for awards of compensation, all providing the advice of the Legal Advice Line has been followed:</p> <ul style="list-style-type: none"> • Prior to carrying out a disciplinary procedure. • Prior to dismissal of an employee. • Prior to instituting a redundancy programme and prior to making an employee redundant • Upon notification of a grievance. • Upon notification of a complaint of discrimination • Before any adverse variation in terms and conditions of employment (including hours, time, place of work or deduction or reduction in wages). 		

Policy Benefit

- Immediately an employee walks out.
- Upon receipt of an appeal by an employee of a disciplinary or grievance decision.

Sub-section D – Tax Protection – Expert Representation for your business in the event of either an in-depth tax or an Aspect investigation, a VAT tribunal, or an Employer Compliance dispute.

Principal Exclusions

- Technical or routine treatment matters
- Taxation proceedings arising out of negligent misstatements or omissions by the Insured or a lack of reasonable care in keeping business books and records.
- Where Corporation Tax and Income Tax Self Assessments Returns are submitted outside the statutory time limits
- Investigations by the Special Civil Investigations or Criminal Investigations Office of HMRC
- Where the Anti Avoidance Intelligence Unit of HMRC are involved.

Principal Exclusions

- Defence of a criminal prosecution
- Investigations solely into earlier accounts or records
- Preparation or correction of Self Assessment return.
- Disputes concerning Working Families Tax Credit, National Minimum Wage, IR35 legislation

Sub-section E – Property Disputes – Pursuit or defence of disputes over:

- Possession of Insured property.
- The Terms of Insured's tenancy agreement.
- Alleged negligence damage or nuisance to Insured's property.

- Payment of rent tax or service charges
- Renewal of tenancy agreement

- Planning or building regulations
- A contract relating to Insured's property (other than a tenancy agreement).

Sub-section F – Data Protection – Defence of claims arising out of an application or appeal under the Data Protection Act and payment of compensation awards made against the Insured under the Act.

Sub-section G Statutory Licence – Legal Expenses incurred in an appeal by the Insured against the suspension revocation imposed alteration of or refusal to renew a Statutory Licence.

- Any disciplinary or internal procedures conducted by authorities
- Costs incurred to comply with a notice or order

- Acts of Parliament
- Driving licences

Sub-section H – Personal Injury – Pursuit of claims for compensation following a personal injury

Sub-section I – Wrongful Arrest Defence – Defence of claims alleging wrongful arrest or malicious prosecution.

- Allegations made by employees or former employee

Sub-section J – Jury Service Allowance – To pay the amount Insured are liable to pay employees when they attend on jury service.

- Limited to £100 a day and £1,000 any one claim

Sub-section K – Pension Trustee Defence – Defending claims against Insured in Insured's capacity as a trustee of a pension fund for the benefit of Insured's employees.

Principal General Policy Exclusions

War
Government action
Radioactive contamination
Sonic bangs
Terrorism (Property and Business Interruption)
Date recognition
Marine covers
Computer virus

Period of cover

The policy duration is 12 months and is annually renewable (unless shown differently on your Policy Schedule).

Cancellation

You can cancel your policy within 14 days of your cover starting or within 14 days from your renewal date and have any premiums you have paid in that period refunded in full, provided that you have not made a claim.

To cancel your policy call 0845 640 5945 or write to: Liverpool Victoria Insurance Company Limited, Commercial Insurance, 69 Park Lane, Croydon CR9 1BG. Please return all your documentation and any certificates.

How to make a claim

Please contact Liverpool Victoria Insurance Company Limited on 0845 640 5942. Please quote your Policy Number

If you need to notify a possible Claim under Section 7 – Legal Expenses please immediately write to the Insurer's Representative (Claims Department, Abbey Legal Protection, Minorities House, 2-5 Minorities, London, EC3N 1BJ) or Fax 0870 600 1481. If you have any queries please contact Abbey Legal Protection, telephone 0845 293 6986

How to complain

We aim to provide you with a first class Policy and service. However, there may be times when you feel we have not done so. If this is the case, please tell us about it so that we can do our best to solve the problem.

If you have a complaint about your policy or the service you have received, please contact us by phone on 0845 640 5940.

If you prefer to write, please address your letter to: Managing Director, Liverpool Victoria Insurance Company Limited, County Gates, Bournemouth BH1 2NF

Please quote the Policy Number in all correspondence.

A copy of our internal complaints procedures is available on request.

If we cannot resolve your complaint, you may refer your complaint to the Financial Ombudsman Service within six months of receiving our final response letter.

The address is: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Telephone 0800 0 234 567 or e-mail, complaint.info@financial-ombudsman.org.uk.

Making a complaint will not affect your right to take legal action.

Compensation

If we are unable to meet our liabilities to our policyholders, you may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). The level of compensation differs depending on the type of cover:

Compulsory insurance, is covered for 100% of the claim. Non compulsory insurance, is covered for 90% of the claim.

Further information can be obtained from: Financial Services Compensation Scheme., 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN. Telephone 020 7892 7300 or e-mail, enquiries@fscs.org.uk.

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