

# SHOPS INSURANCE

## Summary of Cover

June 2005 Edition

### **An Insurance Package for Retailers and Franchises.**

#### **Why choose AXA's Shops Insurance Package?**

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AXA's Shops Insurance Package offers you generous levels of standard cover plus many optional extras.

**Tailor-made for Your Business** – Shops Insurance Package provides a combination of standard and optional covers to best meet your needs.

**Keeping Your Business Running** – We offer “Business Interruption” cover as standard because we know that over 80% of businesses go bankrupt after a serious fire if they are not properly covered.

**Someone to Help You When You Need It** – We realise that accidents and incidents don't only happen between 9 and 5. That's why we have set up a FREE 24 hour Emergency and Legal helpline to ensure there's someone to help you when you need it most. A FREE Tax helpline is also available Monday to Friday between the hours of 9am to 5pm.

**Glass Replacement Service** – Broken glass? Not to worry, our 24 hour replacement service can fix windows, doors or partitions. Just call us and assistance can be provided.

**Inflation Protection** – We take away the burden of keeping your contents (and buildings, if they are included in this Policy) sums insured in line with inflation – we use recognised independent price indices to amend your sums insured to reflect inflation.

**Seasonal increases** – We recognise that certain times of the year are particularly busy for you and you may need to stock up for the extra trade. To help you, we give you a free extra 25% on top of your stock sum insured during November, December, the first two weeks of January, and 30 days prior to Easter Day.

**Spreading your cost** – You can take up the option to pay your annual premium by monthly direct debit – helping you to manage your cashflow. There may be a charge associated with this. Please speak to your Insurance Adviser for details.

**Expert Claims Management** – We take on the burden of negotiating with third parties on your behalf, allowing you to concentrate on running your business.



# Policy Summary

This document is a summary of the insurance cover provided by the Shops Insurance Package and, as such, it does not contain the full terms and conditions of your insurance Package. 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.

## Features and Benefits

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

### Buildings and Contents

Cover Offered	Standard Cover	Optional Cover	Policy ref
"All Risks" cover being subject to certain exclusions	✓		Page 10 & 12
Automatic Reinstatement of Sum Insured following a loss	✓		Page 21
Contents			
Replacement values on Contents and Stock on market value basis	Up to amount nominated by the Insured		Page 19
Stock including		Extra amounts if required	Page 12
• wines and spirits	£1,000		
• cigarettes and tobacco	£1,000		
Breakdown or failure of computer equipment, or loss/damage to computer records		Up to nominated limit for equipment and £5,000 for computer records	Page 39
Additional expenditure incurred to		£10,000 any one period of insurance	Page 40
• minimise the interruption to work normally carried on using the damaged computer equipment			
• recompile or restore damaged data as a result of damage as covered by the contents section			
Costs to modify equipment or computer records to ensure compatibility with replacement computer equipment following insured damage		£5,000 any one period of insurance	Page 40
Costs incurred through additional rental of computer equipment arising out of the replacement of a hire agreement following insured damage		£5,000 any one period of insurance	Page 40
Accidental Glass Breakage of fixed glass and sanitaryware	inner limits apply		Page 14
Damage to signs (excluding neon signs)	£1,000		Page 15
Loss of or damage to goods in transit in your own vehicle	£2,000	Increased cover available (Maximum Limit £4,000)	Page 15
Replacement of locks and keys following theft	£500		Page 15

## Features and Benefits

### Contents

Cover Offered	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>	£5,000  £1,000 in safe / £500 out of safe  £500  £250,000  £300		Page 15
Loss of freezer contents cover being subject to certain exclusions	£2,000	Increased cover available (Maximum Limit £5,000)	Page 17
Automatic seasonal increase for Christmas and Easter	Stock Sum Insured increased by 25%		Page 17
Loss or damage to Contents while providing outside catering	£2,000		Page 17
Loss of metered water	£2,500		Page 17
Damage to landscaped gardens caused by Emergency Services	£1,000 in any one period of insurance		Page 17
<b>If buildings are insured:</b>			
Replacement value of Buildings (including Debris Removal, Architects and Surveyors' fees)	Up to amount nominated by the Insured	Increased inflation protection up to a nominated amount	Page 10 Page 51 (Inflation Protection)
Damage to cables, drains and underground pipes	✓		Page 11
Subsidence Cover		✓	Page 52
Cover for tracing and making good leaking underground pipes, drains and cables	£25,000 any one shop any one period of insurance		Page 11
<b>Other covers available:</b>			
Theft by employees		£5,000	Page 54
"All Risks" on specified items (subject to certain exclusions) anywhere in Great Britain and up to 14 days worldwide		✓	Page 22
Terrorism cover		✓	Page 41

## Features and Benefits

### Employee Protection

Cover Offered	Standard Cover	Optional Cover	Policy ref
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</li> </ul>	£10,000  £10,000  £10,000  £100 per week for up to 104 weeks  £500  £10,400		Page 16

### Business Interruption

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 12 months period	Up to 36 months period	Page 24
Cover for outstanding debts where business accounts are lost due to damage as defined above	£10,000		Page 27
Loss of Business Income as a result of damage at Suppliers premises	5% of Sum Insured or £25,000 whichever is the greater		Page 26
Loss of Business Income as a result of damage at Public Utility Suppliers premises	Up to sum insured		Page 26
Loss of Business Income resulting from denial of access to premises as a result of damage to other premises in the vicinity	Up to sum insured		Page 25
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 sum insured		Page 25
Automatic Reinstatement of Sum Insured following a loss	✓		Page 25

### Loss of Licence

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 29
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## Features and Benefits

### Business Liability

Cover Offered	Standard Cover	Optional Cover	Policy ref
Employers Liability	£10m		Page 32
Public Liability	£2m	£5m	Page 33
Products Liability	£2m any one period of insurance	£5m any one period of insurance	Page 33
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 34
Legal Liability incurred under the Defective Premises Act	✓		Page 36
Personal Liability whilst abroad on business	✓		Page 36
Legal liability incurred as tenants	✓		Page 36
Indemnity to principal	✓		Page 37
Compensation for required Court Attendance	£50 per day per employee £100 per day per Director / Partner		Page 37
Hairdressers Treatment Risk		£1m	wording available

### Legal Expenses

Claims made during Period of Insurance	£50,000 per claim & £500,000 per Period of Insurance		Page 43
Covers			
Contract disputes for amounts between £250 & £5,000	✓		Page 43
Employment disputes	✓		Page 43
Criminal Prosecution defence	✓		Page 44
Property disputes	✓		Page 44
Data protection/Tax protection	✓		Page 45
Statutory licence appeals	✓		Page 46

## Significant or Unusual Exclusions and Limitations

Significant or Unusual Exclusions and Limitations	Applies to
Minimum security conditions apply to this Policy	Buildings & Contents and Business Interruption
Keys must be removed from shop when closed for business unless the Insured or an employee live on the premises	Buildings & Contents and Business Interruption
Special terms apply to empty buildings – you must advise AXA immediately any premises becomes unoccupied	All covers
Before any Legal Expenses are incurred the Insured must consult the Legal Advice Helpline to ensure that the expenses will be sanctioned	Legal Expenses
Special terms apply to Stock stored in basement/cellar	Contents
Stock shortages and pilfering	Contents
Money in transit limited to £2,500 per person	Contents
Money the property of the Post Office	Contents
Employee Protection cover in respect of any premises incorporating a Post Office	Contents
Date Recognition Exclusion	All covers except Employers Liability
Computer or data processing equipment operator error, virus or hacking	All covers except Legal Expenses, Business Liability & Loss of Licence
Terrorism Exclusion (some cover available as an optional extra)	All covers
Theft not involving entry to or exit from the premises by forcible and violent means	Buildings & Contents, All Risks and Business Interruption
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
Freezer contents cover excludes 20% of any loss where the cabinet is over 10 years old	Contents
Bursting of non domestic steam boilers	Buildings & Contents and Business Interruption
Gradually operating causes eg. rust, rot, corrosion and gradual pollution	Buildings & Contents, Business Interruption and Public Liability
Mechanical or electrical breakdown of machinery	Buildings & Contents and Business Interruption
Fines and penalties imposed	Business Liability covers
Liability assumed by agreement	Public Liability
Liability for which compulsory motor insurance is required	Employers' and Public Liability
Liability incurred while working away from insured premises other than when undertaking catering activities	Employers' and Public Liability
Damage to property in your custody/cost of remedying defects in products supplied	Public Liability
Products knowingly exported into USA and Canada	Public Liability
Punitive/exemplary/aggravated/additional/compensatory damages awarded in USA and Canada	Public Liability
Acts committed prior to commencement of cover	Theft by Employee optional cover
Loss or damage to property resulting from a process involving heat application	All covers

## Excesses

Policy Excesses	
Building and Contents	
(i) Storm, Flood, Escape of Water, Riot, Civil Commotion, Theft and Accidental Damage	£300 (total any one loss)
(ii) All other losses	Nil
Glass	£100
Computer breakdown	£250
Business Equipment All Risks	£250
Subsidence minimum excess (optional cover)	£1,000
Theft by Employee (optional cover)	£250
Public Liability – property damage	£100
Tenants' liability	£100
Legal Expenses	£250

### Policy Duration

This is an annually renewable Policy

### Sums Insured

Correct values at risk must be advised to us. If the Sums Insured you request are not adequate this will result in the amount that we pay you 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.

### Making Yourself Heard

Any complaint you may have should in the first instance be addressed to your Insurance Adviser, then claim office or helpline as applicable. If you are not satisfied with the way in which your complaint has been dealt with, you should write to the Customer Care Department of AXA Insurance.

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

- We have provided you with written confirmation that our internal complaints procedure has been exhausted
- Your business has a turnover of less than £1,000,000

Referral to the Financial Ombudsman will not affect Your right to take legal action.

Full details of addresses and contact numbers can be found within the Policy Wording.

## **Financial Services Compensation Scheme (FSCS)**

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AXA Insurance is covered by the 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 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)

## **Financial Services Authority Regulation**

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AXA Insurance UK plc is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.



### **AXA Insurance UK plc**

Registered in England No 78950. Registered Office: 107 Cheapside, London EC2V 6DU  
A member of the AXA Group of Companies. AXA Insurance UK plc is authorised and regulated by the Financial Services Authority.  
In order to maintain a quality service, telephone calls may be monitored or recorded.

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*Be Life Confident*

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