

Policy Summary

Retail

This is a summary of your policy, giving important information about the cover provided so you can check that it is right for you



Arch Retail Policy Summary

This is a summary of the cover provided by your 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.

Insurance Provider

Your insurer will be Arch Insurance (UK) Limited, Registered address:

5th Floor,
Plantation Place South,
60 Great Tower Street,
London,
EC3R 5AZ

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Register Number 229887

Certain other sections within your policy may be covered by another named insurer.

Sections of Cover, Features and Exceptions

Your policy includes the following key covers, features and exceptions, which are detailed in your policy documentation. Excesses apply to most claims; the amount will vary depending on the section of the policy applicable and the claim being made. Specified limits apply to some of the benefits provided, refer to the policy for full details.

Type of Insurance

This policy provides a comprehensive range of covers tailored for the retail industry. The policy operates with a wide range of core covers plus optional additional covers.

Policy Term and Premium Payment

The duration of the policy is 12 months from cover inception date, or as detailed in your policy schedule.

Your insurance agent will tell you how you can pay the premium.

Where you can be covered

The policy is available to retail businesses in the UK, Channel Islands and Isle of Man. Geographical area of cover varies between policy sections. Limited information is provided below but you should check the policy for full details.

Retail Policy

Property Damage - Contents - Core Cover

Cover, Features and Benefits

Cover for Contents is on a Fire and Standard Contingencies basis, with an option to include Accidental Damage Cover includes:

- Glass breakage and boarding up costs
- Goods in transit automatically included - Limit £5,000
- Loss of metered water up to £5,000
- Employees', customers' and visitors' personal effects up to £500 per person
- Replacing locks if keys are lost
- Property at exhibitions up to £2,500
- Damage by emergency services up to £1,000
- Sums insured are automatically index linked
- Seasonal increase in respect of stock in trade

Optional covers:

- Buildings
- Terrorism
- Subsidence ground heave and landslip available in most cases

Significant Exceptions and Limitations - Please refer to your policy document

- Wear and tear, gradual deterioration, faulty or defective design, materials or workmanship
- Mechanical or electrical breakdown
- Unexplained losses, acts of fraud or dishonesty
- Theft or attempted theft other than as a result of forcible and violent entry or exit
- Damage to moveable property in the open by storm or flood
- Damage by storm or flood, escape of water fuel or beverages to stock and/or trade samples stored in the basement unless raised at least 100mm above floor level
- Damage due to theft, malicious damage (other than fire or explosion) escape of water, fuel or beverages, breakage of glass in respect of buildings that are vacant or disused
- Changes in the water table and frost damage
- Minimum standards of security apply
- The first part of any claim – your excess

Equipment Breakdown Section – Core Cover

Insured by HSB Engineering Insurance Limited

- Cover for breakdown (including electronic derangement), explosion and collapse, and operator error in respect of covered equipment
- Covered equipment includes boilers, lifts, air-conditioning, computers, office equipment i.e. faxes, copiers, etc.
- Computers includes cover for reinstatement of data and increased cost of working
- Business interruption

Significant Exceptions and Limitations - Please refer to your policy document

- Cyber events
- Process or production machinery
- Mobile plant and equipment or construction equipment (other than fork-lift trucks at your premises)
- Maximum computer limit £500,000 plus £50,000 for reinstatement of data and £50,000 for increased cost of working
- Maximum business interruption limit £100,000
- Equipment used for research, diagnostic experimental and scientific purposes, biomass, biogas and hydroelectric installations

Money and Assault Section – Core Cover

Loss of money belonging to your business

- Money on the Premises during business hours - £5,000
- Money in Transit and in a Bank Night Safe - £5,000
- Money in private residence, out of hours, not in a safe and at contract sites - £500
- Money from a locked safe - £2,500
- Money in gaming machines - £300

Bodily injury to you or your employees as a result of robbery, theft or attempted theft which happens in the course of the business

- Capital benefits – Maximum payable - £15,000
- Incurred medical expenses up to £500

Significant Exceptions and Limitations - Please refer to your policy document

- Accompaniment condition
- Loss due to the fraud or dishonesty of your employees unless discovered within 7 days
- Shortages due to errors or omissions
- Loss from unattended vehicles and automated teller machines
- Loss or damage outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- Loss due to sendings by unregistered post

Legal Liabilities Section – Core Cover

Employers' Liability – Sub Section

Protection against your legal liability to pay compensation in respect of injury sustained by your employees in the course of the business up to a limit of £10,000,000 including costs and expenses.

Cover includes

- Legal costs and expenses in defending prosecutions under all relevant health and safety legislation
- Trainees and personnel undergoing work experience
- Unsatisfied court judgments in favour of employees injured in your employment by third parties
- Worldwide cover (other than USA and Canada) for non-manual employees normally resident in the UK who are temporarily working overseas

Significant Exceptions and Limitations - Please refer to your policy document

- Cover for acts of terrorism is limited to £5,000,000 any one event
- Work in or on or travel to or from any offshore installation
- Injury to an employee for which compulsory motor insurance is required under Road Traffic Acts legislation

Public Liability – Sub Section

Protection against your legal liability for injury to third parties and damage to their property including nuisance, trespass, obstruction or interference

Cover extends to include:

- Contingent motor third party liability arising out of the use of vehicles not owned by you within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- Legal costs and expenses in defending prosecutions under all relevant health and safety legislation
- Personal liability of employees, directors or partners whilst they are overseas on your business
- Employees' and visitors' personal belongings

Optional covers:

- Work away (manual) available for certain trades
- Treatment risk for hairdressers and/or nail bars

Significant Exceptions and Limitations - Please refer to your policy document

- Cover for acts of terrorism is limited to £2,000,000 any one event
- Loss or damage to property in your custody or control
- Cover for any design, formula and advice provided by you for a fee or where a fee would normally be charged is excluded
- Pollution unless caused by a sudden and identifiable incident
- Limit of indemnity to include all compensation, costs and expenses
- Work in or on or travel to or from any offshore installation
- Fines penalties or punitive damages
- The first £250 of each and every claim for damage to property
- Exposure to inhalation of, fears of the consequences of exposure to/inhalation of, costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating or managing any property arising out of the presence of asbestos

Products Liability – Sub Section

Protection against your legal liability for injury to third parties and damage to their property arising out of any product supplied

Cover extends to include:

- Legal costs and expenses in defending prosecutions under Consumer Protection legislation

Significant Exceptions and Limitations - Please refer to your policy document

- Cover for acts of terrorism is limited to £2,000,000 any one event
- Pollution unless caused by a sudden and identifiable incident
- Any design, formula and advice provided by you for a fee or where a fee would normally be charged is excluded
- Territorial limit for products supplied is worldwide other than those that is known to be sold, supplied, erected, repaired, altered, treated or installed by you in the USA or Canada

Legal Expenses - Core Cover

Insured by DAS Legal Expenses Insurance Company Limited (DAS)

Cover, Features and Benefits

Cover up to £500,000 for your legal costs and expenses for the following:

- Defence of employment disputes and payment of compensation awards (compensation awards are also subject to an aggregate limit of £1,000,000 in any one period of insurance)
- Legal defence for
 - Criminal pre-proceedings
 - Criminal prosecutions
 - Data protection
 - Wrongful arrest
 - Statutory notice appeals
 - Jury service/court attendance
 - Disciplinary hearings
- Statutory licence appeal
- Contract disputes (minimum amount in dispute £200 inc VAT)
- Debt recovery (minimum amount in dispute £200 inc VAT)
- Property protection
- Personal injury
- Tax protection
- Tenancy disputes
- Crisis containment (up to £25,000)
- Employment restrictive covenants
- Social media defamation
- Corporate identity theft

Cover under this section also includes access to

- Business helplines – legal advice, tax advice, counselling, identity theft
- Online employment manual: guidance on employment law
- DASbusinesslaw: online law guide and template documents for download

Please refer to the Legal Expenses Section of Your policy for details. DAS will appoint a preferred lawyer or other professional for you. Unless DAS are liable for a compensation award under the policy, you may choose your own lawyer when legal proceedings start or if there is a conflict of interest.

Significant Exceptions and Limitations - Please refer to your policy document

- Claims which do not arise directly in connection with the insured business
- Any claim reported to DAS more than 180 days after the date you should have known about the insured incident
- Civil cases (except crisis containment, social media defamation and corporate identity theft) where the lawyer DAS appoint for you does not believe you will be more likely than not to win your case
- Costs you incur without DAS' expressed acceptance
- Legal problems that started before the date your cover begins
- Costs and compensation awards which exceed the policy limits
- Fines, penalties, compensation or damages you are ordered to pay by a court or other authority other than compensation awards covered under employment disputes and compensation awards and legal defence
- The VAT element of any costs if you are registered for VAT
- If DAS agree you can choose your own lawyer, any costs above £100 per hour (this amount may vary from time to time)
- Other exceptions apply, including specific exceptions per element of cover – please refer to your policy document

Loss of Income Section – Core Cover

Cover, Features and Benefits

Interruption to your business following an insured loss under the property damage – Contents and Buildings section which results in reduced income and increased running costs.

The cover extends to include

- Loss of book debts as a result of your business records being lost destroyed or damaged due to an insured event
- Damage to property in the vicinity of the premises which hinders or prevents access to the premises
- Damage at your suppliers premises – Limit £10,000
- Enforced closure due to notifiable infectious disease at the premises – Limit £25,000
- Accidental failure of telecommunications at the premises lasting at least 24 hours – Limit £2,500
- Accidental failure of public supplies of electricity, gas or water lasting at least 30 minutes
- Cover can include Terrorism provided that cover is provided under Contents and Buildings

Significant Exceptions and Limitations - Please refer to your policy document

- 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

Cover, Features and Benefits

Protection for your business following loss of licence

- Forfeiture due to licensing regulations
- Refusal to renew by the licensing authority
- Legal costs and expenses incurred following an appeal against the loss of licence

Exceptions and Limitations - Please refer to your Policy document

- Change in Law
- Any town planning improvement or redevelopment

Management Liability Portfolio

Directors and Officers Liability - Sub Section

Covers

- defence costs of health and safety (including corporate manslaughter), trading standards, environment or other regulatory claims
- defence costs and awards of claims by individual shareholders (including other directors and family members with no percentage holding limitation)
- defence costs and awards of claims arising from administration of any company pension or employee benefit scheme
- defence costs and awards of claims arising from pollution
- 120 months run off cover after a director retires
- defence costs and awards of claims arising from any failed public or private offering
- 30 days automatic cover in the event of a management buy out

Significant Exceptions and Limitations - Please refer to your policy document

- Fraudulent or dishonest acts
- Prior litigation
- Bodily injury or property damage

Corporate Legal Liability - Sub Section

Cover, features and benefits

- defence costs of health and safety (including corporate manslaughter), trading standards, environment or other regulatory claims
- defence costs and awards of claims by individual shareholders (including other directors and family members with no percentage holding limitation)
- defence costs and awards of claims arising from administration of any company pension or employee benefit scheme
- defence costs and awards of claims arising from pollution
- defence costs and awards of claims alleging breach of data protection legislation
- defence costs of taxation claims
- defence costs and awards of identity crime claims
- direct financial loss arising from employee dishonesty
- defence costs and awards of claims arising from any failed public or private offering
- 30 days automatic cover in the event of a management buy out

Significant Exceptions and Limitations - Please refer to your policy document

- Fraudulent or dishonest acts
- Prior litigation
- Bodily injury or property damage
- Claims bought in the USA
- Defined benefit pension schemes
- Failure to fund pension and employee benefit schemes
- Breach of professional duty
- Contractual liability
- Takeovers and mergers
- Share offerings

Employment Practice Liability - Sub Section Cover,

Cover, features and benefits

- defence costs and awards of claims arising from allegations by employees including wrongful dismissal, harassment, discrimination, breach of contract and even failure to employ
- defence costs and awards of claims by third parties for claims arising from harassment or discrimination by an employee
- defence costs of assumed liability claims (including TUPE)
- defence costs of pension and employee benefit claims
- costs of legal representation at an investigation where no allegation of a wrongful act is made

Significant Exceptions and Limitations - Please refer to your policy document

- Fraudulent or dishonest acts
- Prior litigation
- Claims bought in the USA

Terrorism Section

Cover, Features and Benefits

Covers damage to material property and business interruption caused by acts of terrorism or sabotage

- Loss of rent and alternative accommodation
- Brand rehabilitation
- Claims preparation costs
- Failure of utilities
- Loss of attraction
- Prevention of access
- Property stored
- Telecommunications
- Threat or hoax

Significant Exceptions and Limitations - Please refer to your policy document

- Riot, civil commotion, war, invasion, act of foreign enemy hostilities, civil war, rebellion, revolution, insurrection, military or usurped power
- Loss or damage by electronic means
- Biological or chemical pollution or contamination
- Nuclear detonation nuclear reaction nuclear radiation or radioactive contamination
- The Property Damage Excess

General Exceptions - Applicable to all sections unless stated otherwise - refer to your policy document

- Nuclear Risks
- War, Government Action
- Terrorism (not applicable to Terrorism or Legal Liabilities Sections)
- Pollution and Contamination
- Date Recognition (not applicable to Employers' Liability sub-section)
- Sonic Bangs
- Computer Virus and Hacking
- Epidemic/Pandemic Disease

Your obligations - Please refer to your policy document

You must

- Make a fair presentation to us of the risk at the start, renewal and variation of the policy
- Tell us if there are changes to the risk
- Maintain your premises and property in good condition
- Take all reasonable steps to avoid injury, damage or any other claim
- Comply with the terms and conditions of the policy generally, and in each applicable section
- Cooperate with the insurers in the event of a claim
- Pay the premium

Cancellation

You may cancel your policy

- a. within 14 days of receiving your policy documents for the first Period of Insurance if the policy does not meet your requirements
- b. if you sell the business or sell all of the property insured, or you cease trading

We will return part of the premium proportionate to the unexpired period of insurance, provided that no claims have been paid or are outstanding during the current period of insurance. If you wish to terminate the cover at any other time please contact your insurance agent; any return premium will be at the discretion of Arch Insurance (UK) Limited.

We may cancel this policy or any part thereof by giving 30 days' notice to your last known address. 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.

How to Make a Claim

To report or make a claim, follow the instructions provided in the Conditions Precedent – Claims Procedure.

To make a Legal Expenses claim

Call DAS on 0370 755 3111, available 24 hours a day, 7 days a week. Have your DAS policy number TS5/4077177 ready and you'll be asked about your claim.

Please do not ask for help from a lawyer or anyone else before DAS have agreed that you should.

To make a Management Liability claim

For policyholders who have elected to purchase the Management Liability Section, You should email full details of the claim or circumstance along with your Arch policy number to smedo@archinsurance.co.uk or call 020 7621 4500.

All other Claims

To register a claim under any other Section you should email full details of the claim including your policy number to commercial.claims@archinsurance.co.uk or call **0345 258 3880**.

How to Complain

If you have any query arising from your policy please contact your insurance agent who arranged the policy for you quoting the policy number in all cases

If you have a complaint (unless relating to the Legal Expenses section) please write to the Complaints Manager, Arch Insurance (UK) Limited, 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ complaints@archinsurance.co.uk

For complaints relating to the Legal Expenses Section, including complaints relating to the helplines and online tools, please contact

Customer Relations Department
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back

Bristol BS1 6NH

E-mail: customerrelations@das.co.uk

Phone: 0344 893 9013

Online: Complete a complaint form at www.das.co.uk/about-das/complaints

If we have not resolved your complaint within eight weeks or if you are not satisfied with our response, you may be able to refer it to the Financial Ombudsman Service. You must do this within six months of receiving our final response letter. Contact details for the Financial Ombudsman Service are:

Financial Ombudsman Service Exchange Tower
London E14 9SR

www.financial-ombudsman.org.uk

Telephone: 0800 023 4567/ 0300 123 9 123

Fax: 020 7964 1001

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

Following the complaints procedure does not affect your rights to take legal action

Financial Services Compensation Scheme

Arch Insurance (UK) Limited and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS).

If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at www.fscs.org.uk



Arch UK Regional Division

Arch Insurance (UK) Limited, 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The Arch Insurance Group includes FCA registered companies, such as Thomas Underwriting Agency Limited (FCA number 304302) and Axiom Underwriting Agency Limited (FCA number 441460), registered at the address provided, who may act as intermediaries for certain insurers.

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4510A-SOC-INS-2020 v1.0