

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

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, with the exception of certain sections within your policy wording, which may be covered by another named insurer.

Key Covers, Features and Exceptions

Your policy includes the following key covers, features and exceptions, which are detailed in your policy documentation.

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

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

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
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Optional covers:

- Buildings
 - Terrorism
 - Subsidence ground heave and landslip available in most cases
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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
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Equipment Breakdown Section – Core Cover

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

Significant Exceptions and Limitations - Please refer to your policy document

- Process or production machinery
- Equipment used for research, diagnostic experimental and scientific purposes
- Mobile plant and equipment or construction equipment
- Maximum computer limit £100,000 including reinstatement of data and increased cost of working
- Maximum business interruption limit £30,000

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
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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 events
 - 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
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- 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
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Public 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
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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
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Essential Business Legal Expenses

Cover, Features and Benefits

Cover up to £250,000 for your legal costs and expenses for the following:

- Defence of Employment Disputes and payment of Compensation Awards
 - Representation for Tax Investigations and VAT assessments
 - Pursuit of Property disputes
 - Defence of prosecutions relating to Compliance & Regulation
 - Employees Extra Protection defence
 - Legal/Tax Advice and Counselling Helplines
 - Business Legal Services which provides access to a 'free to use' legal services website, providing assistance in drafting important legal documents such as employment contracts and health and safety policies
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Exceptions and Limitations - Please refer to your Policy document

- It must always be more likely than not that the claim will be successful
 - You must notify us immediately after you become aware of circumstances that could give rise to a claim
 - No legal costs and expenses will be covered before acceptance of the claim by us
 - Redundancy claims are excluded within the first 180 days of the policy unless equivalent legal cover was in force up until the start of this policy
 - Advice from the legal helpline must be taken and followed prior to serving a notice of redundancy
 - Any dispute relating to a transfer under TUPE
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- You are responsible for the first £250 in respect of tax aspect enquiry claims
 - You are responsible for the first £500 (if the amount in dispute exceeds £5,000) in respect of Contract and Debt Recovery claims
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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
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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
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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
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Exceptions and Limitations - Please refer to your Policy document

- Change in Law
 - Any town planning improvement or redevelopment
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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
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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
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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
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Employment Practice Liability - Sub Section

Cover, Features and Benefits

Covers the company for:

- 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
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Terrorism Section

Cover, Features and Benefits

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

Significant Exceptions and Limitations - Please refer to your policy document

- Riot, civil commotion, war, invasion, foreign hostilities, civil war, revolution, insurrection, rebellion, 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
 - Damage to residential property in the name of a private individual
 - Cover limited to England, Wales and Scotland
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Cancellation

If this cover does not meet with your requirements please return all your documents and any Employers Liability Certificate(s) to your insurance agent who has arranged the cover within 14 days of receipt and We will return part of the premium proportionate to the unexpired Period of Insurance provided that no claims have been paid or outstanding during the current Period of Insurance.

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.

If you wish to terminate the cover at any other time please contact your insurance agent who arranged it and any return premium will be at the discretion of Arch Insurance (UK) Limited.

How to make a Claim

To report or make a claim follow the instructions provided in the General Conditions – Claims Procedure

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

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.

To register a claim under the Essential Business Legal Expenses Section you should contact ARAG including if you are planning any redundancy

Please do not instruct your own lawyer or accountant as we will not pay costs incurred and you may invalidate Your cover

Telephone - 0117 917 1698 or visit www.arag.co.uk/newclaims

How to Complain

Our goal is to provide excellent customer service to all our customers but we recognise that sometimes things may go wrong. If for any reason you are unhappy with our service we would like to hear from you.

Should You have any enquiry arising from Your Policy please contact Your insurance agent who arranged the Policy for You or the local Arch office quoting the Policy number in all cases

If you have a complaint please write to the Complaints Manager, Arch Insurance (UK) Ltd, 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ

complaints@archinsurance.co.uk

After this action if You are still not satisfied with the way a complaint has been dealt with Your complaint may also be referred to the Financial Ombudsman Service The address is

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 proceedings

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.

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