

keyfacts®

Compact Retailer Combined Insurance

Property and Liability Insurance

Summary of Cover for Retail Customers

Please read this document carefully

This is a summary of the cover provided by the Brit Insurance Compact Retailer Combined Insurance policy. It contains references to the key features and benefits of the policy, as well as references to significant or unusual exclusions and limitations. It does not contain the full policy definitions, terms, exclusions and conditions and it is important that you read these fully before making any decision about your business insurance. These can be found in the policy document, a copy of which is available from your insurance broker.

Aims of the policy

This policy is intended to provide you with protection against some of the risks you face. We aim to ensure that the critical risks you are exposed to are covered by this policy and that you receive adequate financial compensation following an insured event taking place.

Your commitment

You need to ensure that you are able to maintain the required premiums so that the cover can be continuous. You also need to ensure that the information you give us regarding your activities, circumstances and nature of risk is accurate and regularly reviewed so that, in the event of a claim, you still have adequate and valid insurance cover.

The policy is issued for a 12 month period unless you request otherwise. You should review your sums insured on a regular basis as inadequate sums insured could adversely affect any claim.

Our obligations

We undertake to provide cover to you according to the terms of the policy schedule and the accompanying policy document. Please make careful note of the exclusions, conditions and limits of cover, so that you are clear about what you might expect in the event of a claim.

Cover under this policy is subject to specific limits and excesses. Please refer to your broker for full details.

Section 1

Property Damage

All Risks

The Cover

This Section provides cover for business assets such as buildings, contents, stock in trade and shop front. Cover is provided on an All Risks basis.

Perils include damage caused by:

fire
lightning
explosion
earthquake
storm
flood
theft following violent and forcible entry or exit
escape of water
impact by road vehicles or animals
accidental loss
impact by aircraft or other aerial devices
riot
civil commotion
strikers
locked out workers
persons taking part in labour disturbances
malicious persons other than thieves

Extensions

Additional costs to maintain the premises following damage. The maximum cover granted by this extension shall not exceed £5,000 or 5% of the sum insured, whichever is the lesser

Additions, alterations and improvements to the premises. The maximum cover granted by this extension shall not exceed £250,000 or 10% of the sum insured, whichever is the lesser

Replacement of locks up to a limit of £1,000

Damage to car parks, yards, roadways up to £1,000

Damage to food stuffs in refrigeration cabinets and compartments up to a limit of £2,000

Costs in cleaning drains, gutters etc, following damage up to a limit of £2,500

Damage to landscaped grounds up to a limit of £1,000

Charges related to loss of metered water following damage up to a limit of £2,500

Stock and contents at trade exhibitions up to a limit of £2,500

Additional costs for complying with European Union legislation or public authority regulations during reinstatement of property following damage

Damage to utility cables and pipes

Contents temporarily removed from the premises up to a limit of 15% of the relevant sum insured

Temporary removal of computer systems' records up to a limit of 10% of the sum insured for such items

Temporary removal of documents up to a limit of 10% of the sum insured for such items

The cost of temporary repairs following damage

Tracing any leak and repairing damage following escape of water or leakage from a fuel tank up to a limit of £2,500

Breakage of glass, sanitary fittings, frames, framework, boarding up and damage to goods displayed (to a limit of £1,000)

15% uplift applies to the Declared Value of buildings and contents

25% seasonal increase in stock in trade sum insured at stated times of the year

Conditions

All fire extinguishing appliances must be maintained in efficient working order

All stock stored below ground level must be on racking that is not less than 150mm above the floor

All flat felted roofs and guttering must be inspected and maintained regularly where over 10 years in age

Exclusions

Damage caused by latent defect, defective design or materials, gradual deterioration, wear and tear

Explosion of a steam-pressured boiler

Damage caused by corrosion, rust, wet or dry rot etc

Damage caused by mechanical or electrical breakdown

Damage caused by theft unless it involves forcible and violent entry or exit

Damage caused by theft of property in the open or outbuildings

Subsidence or normal settlement of new structures

Fraud or dishonesty on the part of the Insured

Unexplained disappearance

Erasure or distortion of information on computer systems or other records

Damage caused by weather to movable property in the open, including fences and gates

Damage by fire following any process involving the application of heat

Damage resulting from contents undergoing any process of production, packing etc

Damage to unoccupied buildings caused by escape of water or malicious persons

Section 2

Business Interruption All Risks

The Cover

This Section provides insurance for losses caused by interruption to your business following damage or loss to insured property where that property is covered under Section 1. The perils covered in this Section are similar to those covered in Section 1.

Cover is available for:

- income
- additional expenditure
- outstanding debit balances
- loss of rent receivable

Extensions

There are a number of optional cover extensions available on request. These include loss resulting from:

- denial of access
- disease, infestation and defective sanitation
- public utilities
- suppliers and customers extensions

Conditions

If the business is wound up or carried on by a liquidator, cover provided by this section will cease

Following a loss the Insured must take all reasonable action to avoid any interruption to the business

Exclusions

The exclusions for this section are broadly in line with Section 1

Section 3

Specified Business Equipment All Risks

The Cover

This Section provides All Risks cover for goods and business equipment specified by the Insured.

Excluded Property

- Stock in trade
- Glass, china, earthenware, marble or other fragile or brittle articles
- Moveable property in the open where damage arises as a result of wind, rain, hail, sleet, snow, flood or dust
- Property whilst it is operational or being worked upon
- Computer systems' records

Excluded Causes

- Damage caused by latent defect, defective design or materials, gradual deterioration, wear and tear
- Damage caused by mechanical or electrical breakdown
- Loss from unattended vehicles
- Fraud or dishonesty on the part of the Insured
- Unexplained disappearance
- Damage caused by any process of fitting, testing, servicing, repair, renovation or adjustment

Section 4

Money and Personal Accident Assault

A – Money

The Cover

This Section provides cover for loss of money, including non negotiable instruments such as crossed cheques, up to specified limits as well as the cost of repair or replacement of safes, tills and the like if damaged as a result of theft. This Section extends to include credit cards.

	Limit of Liability
Money is covered while:	
at the insured premises during business hours	£5,000
in transit or night safe	£5,000
in an insured agreed locked safe	£1,500
in the premises outside business hours not in a locked safe	£500
in the personal custody of the insured or an authorised person	£500
in any machine operated by coins, bank notes or credit cards	£250

Please refer to your broker for details of specific limits

Conditions

Outside business hours tills must be left open and empty
 Money in transit must be accompanied by able bodied persons

Exclusions

Fraud, unless reported within 7 days
 Unexplained shortages
 Loss from unattended vehicle
 Loss of money while in the control of a security company unless agreed by Brit Insurance

B – Personal Accident Assault

The Cover

This Section covers injury to an insured person as a result of an assault in the course of their duties up to limits specified in the policy, any medical expenses to specified limits and damage to clothing up to £250 any one loss.

Conditions

Following injury the injured person must be under medical care
 Brit Insurance must be notified of a claim within 7 days
 Benefits shall only be paid upon production of medical evidence

Exclusions

Any person under 16 or over 65
 Any injury arising out of a pre-existing condition
 Any naturally occurring condition or degenerative process

Section 5

Goods in Transit

The Cover

This Section covers loss or damage to specified goods whilst in transit.

Extensions

Costs incurred in removing or reloading insured goods, removing debris of such insured goods and dismantling of insured goods.
 Clothing and personal effects to a limit of £250 any one occurrence
 Tools and travellers samples up to £250

Conditions

All windows and doors must be closed and locked in unattended vehicles
 Vehicles left loaded overnight must be in a locked or supervised garage
 Any claim must be supported by proof of dispatch

Exclusions

High value and dangerous property
 Defective packaging
 Variation in temperature
 Delay
 Inadequate documentation
 Shortages or unexplained disappearance
 Theft from open backed/soft sided or soft topped vehicles
 Employee dishonesty
 Inadequate packaging

Section 6 Terrorism

The Cover

This Section covers damage caused by Acts of Terrorism, certified as such by Her Majesty's Government or Her Majesty's Treasury.

Property and loss insured is the same as that detailed under:

Section 1 – Property Damage

Section 2 – Business Interruption (Consequential Loss as detailed under Section 2)

Section 3 – All Risks Specified Property

Conditions

No long term agreement is allowed

There can be no adjustment of premiums based on end-of-year declarations

Cover only applies for premises in England, Wales or Scotland

Exclusions

Chemical, biological or radioactive contamination

Riot, civil commotion, war, invasion, acts of foreign enemies

Claims arising from marine, aviation transit and motor policies

Electrical, digital or cyber risks

Section 7 Employers' Liability

The Cover

This Section covers legal liability for damages and claimants costs in respect of any person employed arising out of and in the course of their employment, as well as legal costs incurred with the written consent of Brit Insurance.

Extensions

Cover under this Section includes Unsatisfied Court Judgements, Health and Safety at Work legal defence costs and compensation for court attendance

Exclusions

Road traffic legislation

Offshore work

Medical and repatriation costs

Section 8 Public Liability

The Cover

This Section covers legal liability for damages and costs in respect of accidental injury to person, accidental damage to property or accidental nuisance occurring in connection with the business of the insured as well as legal costs incurred with the written consent of Brit Insurance.

Extensions

Cross liabilities if the insured comprises more than one party all shall be indemnified

Contingent motor liability

Overseas personal liability if insured is temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

Legal liability for damages, costs and expenses arising from Section 13 of the Data Protection Act

Legal liability incurred by virtue of Section 3 of the Defective Premises Act 1972

If the insured is carrying out a contract on behalf of a principal, cover extends to include the principal

Wrongful arrest cover up to £50,000

Exclusions

Any loss resulting from pollution contamination

Any loss resulting from the use of mechanically propelled vehicles

Any loss resulting from the use of any vessel or craft

Property in the care, custody or control of the insured

Offshore work

Section 9 Products Liability

The Cover

This Section covers legal liability for damages and claimant's costs and expenses in respect of costs and expenses for accidental injury or accidental damage to property caused by any product as well as legal costs incurred with the written consent of Brit Insurance.

Extensions

Cover under this Section also includes cover for defence of proceedings brought in respect of the Consumer Protection Act and the Food Safety Act arising out of the business, Health and Safety at Work legal defence costs and compensation for court attendance

Section 9

Products Liability continued

Exclusions

Loss due to product recall, removal, repair, alteration, reconditioning, replacement or reinstatement

Loss arising from any product or component thereof which is used in any craft designed to travel through the air or space or in the safety or navigation equipment of marine craft

Pollution contamination

Sections 7, 8 and 9

Additional Exclusions to Sections 7, 8 and 9

Any loss as a result of radioactive contamination

Punitive and exemplary damages

Fines, liquidated damages, penalty clauses and performance warranties

Defamation

Any loss arising from advice, design or specification for a fee

Any loss resulting from breach of employment contract, defamation, discrimination etc

Any loss resulting from inhalation of asbestos

Any loss resulting from pollution for operations located within the USA or Canada

War

North American companies

Section 10

Legal Expenses

The Cover

This Section covers, subject to specific limits, legal expenses for all insuring clauses stated below except for tax protection where cover is for professional expenses.

In addition awards of compensation are covered under employment disputes and compensation awards are covered under data protection. Cover is only in respect of claims arising from your business activity.

Employment Disputes – The defence of disputes with an employee. Excluding those falling within the scope of Transfer of Undertakings Regulations 1981 or the Acquired Rights Directive

Health and Safety – Appeals under the Health and Safety at Work Act or the Food Safety Act 1990 excluding claims arising from the use or ownership of a motor vehicle

Criminal Prosecution – The defence of a prosecution, excluding claims arising from ownership or possession of a motor vehicle, investigations by HM Revenue & Customs, allegations involving assault, violence or dishonesty, malicious falsehood, the manufacture dealing or use of alcohol, drugs, indecent or obscene material, illegal immigration, and offences under the Proceeds of Crime Act 2002 (money laundering)

Property Disputes – The pursuit or defence of disputes relating to property owned, tenanted or occupied, excluding disputes relating to mining, subsidence, non payment or review of rent or service charges, planning consents or the renewal of a lease or contract

Data Protection – The defence of a breach or an appeal in connection with the Data Protection Act 1998

Tax Protection – Investigations by HM Revenue & Customs, excluding any investigation or aspect enquiry by the Special Compliance Offices, the Special Investigation Section or the National Investigation Services, taxes fines or interest, any investigation undertaken prior to the commencement of the policy or any claim where following the submission of returns or accounts HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements

Personal Injury – The pursuit of claims against a third party excluding an injury sustained at the Insured's premises

Brit Advisory Service – The policy provides a free telephone legal and taxation advisory service which is available 24 hours a day 365 days of the year

Conditions

Claims must be notified during the period of insurance in accordance with policy conditions

The claims administrators consent must be obtained in writing before any legal expenses or professional expenses are incurred

You must obtain the advice of the Brit Advisory Service and follow the procedure to be adopted with due diligence in accordance with the requirements as stated in the policy wording for employment disputes

All conditions in respect of the conduct of a claim as stated in the policy must be adhered to

Exclusions

The defence of civil legal proceedings connected with death, injury or degenerative process, loss destruction or damage to property of a third party and breach of professional duty

Claims arising from the use of intellectual property

Claims arising from defamation

Claims outside the policy territorial limits

Any claim in connection with any cause event or circumstance occurring prior to or existing at the inception of the policy

Fines, damages or other penalty imposed by a court or tribunal

Any claim covered under another policy

Section 10 Legal Expenses continued

Any claim resulting from disregard to take all reasonable steps to avoid and prevent claims or legal proceedings

Costs awarded by a court of criminal jurisdiction following a conviction

Any disputes involving statutory charges

Any dispute between the insured and any parent, subsidiary or associated company or partner

Any dispute between the insured the claims administrator or appointed representative

Any payments in connection with a judicial review or reference to the European Court of Justice.

Any claim or legal proceedings in connection with war, insurrection or a weapon of mass destruction

Any claim in connection with terrorist action

Any claim in connection with pollution or contamination

Section 11 Loss of Licence

The Cover

This Section covers the costs and expenses to appeal against any loss of licence, and the depreciation in value of the business deriving from the loss of licence beyond your control.

Exclusions

This Section excludes:

compensation under statute

loss or expenses due to compulsory acquisition of the premises

loss or expenses due to any scheme of town or country planning

loss or expenses due to subsequent legislation

loss or expenses due to any act or omission or failure by the insured to take reasonable steps to maintain the licence

General Policy Conditions and Exclusions

General Policy Conditions

The Insured has obligation regarding the notification of any incident which may give rise to a claim

The Insured must cooperate with Brit Insurance in the event of a claim

In the event of an incident the Insured should take all practical steps to minimise any loss

Any alteration to the risk must be advised and accepted by Brit Insurance

Arbitration shall apply in the event of a dispute regarding a claim

In the event of fraud by the Insured all cover shall be void

All fire break doors shall be closed outside working hours and properly maintained

The Insured shall take all necessary precaution and reasonable care to avoid a loss

The Insured must keep all security alarms, protections and sprinklers in full working order and keep them properly maintained

The Insured shall notify Brit Insurance immediately any building becomes unoccupied

The Insured shall back up all computer records on a regular basis

The Insured must have all minimum security protections fitted in place and in use in line with the policy requirements

The Insured must adhere to all policy requirements in respect of any unoccupied premises

For full details of all conditions please refer to the policy document.

General Policy Exclusions

Loss resulting from fungal pathogens

Loss resulting from civil commotion and actions of act by any unlawful associations occurring in Northern Ireland

Loss resulting from radioactive contamination, war, sonic boom and confiscation

Loss resulting from pollution or contamination

Loss resulting from terrorism

Loss resulting from a change in the water table

For full details of all exclusions please refer to the policy document.

Important Information about your Policy

Cooling Off Period

If you have not received a copy of your full terms and conditions when you purchase your insurance policy from us, you may cancel your policy within fourteen days from the date that they are received without penalty.

Claims

In the event of a claim you should call **your insurance broker** in the first instance.

You can also call the **Brit Insurance claims line** on: **0800 587 6713**

Complaints Procedure

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel we have not offered you a first class service please write and tell us and we will do our best to resolve the problem.

In the first instance please contact **your broker or agent from whom you bought your policy of insurance**.

In the unlikely event you remain dissatisfied, please contact:

Customer Relations

Brit Insurance Limited
55 Bishopsgate
London EC2N 3AS

T: **020 7098 6509**

F: **020 7984 8473**

E: **customer.relations@britinsurance.com**

or via the Customer Relations section of **www.britinsurance.com**

In the event you wish to pursue matters further you may be able to refer your complaint to The Financial Ombudsman Service. The Financial Ombudsman Service can normally deal with complaints from private individuals and from small organisations with an annual turnover of less than £1 million.

The Financial Ombudsman Service

South Quay Plaza
183 Marsh Wall
London E14 9SR

Helpdesk: **0845 080 1800**

Switchboard: **020 7964 1000**

Website: **www.financial-ombudsman.org.uk**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we can not meet our obligations. This depends on the type of business and circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS by contacting:

Financial Services Compensation Scheme

7th Floor Lloyds Chambers
Portsoken Street
London E1 8BN

T: **020 7892 7300**

F: **020 7892 7301**

E: **enquiries@fscs.org.uk**

Brit Insurance Limited

55 Bishopsgate, London EC2N 3AS
T. 020 7984 8500 F. 020 7984 8501

www.britinsurance.com

Registered in England and Wales number 2763688 at 55 Bishopsgate, London EC2N 3AS
Authorised and regulated by the Financial Services Authority
Member of the Association of British Insurers
A member of the Brit Insurance Group

BIL/PRO/RV1/UK/KF/DEC09/1/0269