

Shop – Retailers, Salons, Pubs and Restaurants

Policy summary



This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by the Zurich Insurance plc Shop policy. The full terms, conditions and exclusions are shown in the policy document. If you want to see full details of the cover, please refer to the policy document.

Type of insurance and cover

This policy provides packaged cover for Retailers, Salons, Pubs and Restaurants.

The duration of this non-investment insurance contract is 12 months.

Material damage 'all risks' (if selected)

Provides insurance cover to protect buildings, contents, stock and other items against insured events

Extension/cover	Standard wordings/limits
Insured events	Fire, theft, riot or civil commotion or malicious people, storm or flood, escape of water, impact, aerials, leakage of fuel, beer or beverages and subsidence with the option to add 'all risks' (certain exclusions apply)
Basis of settlement	Reinstatement
Day one	Optional if you have selected buildings cover
Index linking	Optional
Architects', surveyors', legal and consulting fees	Included
Automatic reinstatement of the sum insured	Included
Capital additions	£500,000 or 10% of the sum insured for buildings and contents whichever is the lesser
Customers' effects	£1,000
Equipment breakdown	£25,000
Exhibition cover	£10,000
Fire extinguishing appliances	Included
Glass	Included
Landscaped gardens	£10,000
Loss of rental income	Optional
Metered supplies	£10,000
Other interests	Included
Outside catering	£5,000
Personal effects	£1,000
Professional fees	Included
Property in the open	£5,000
Property temporarily removed	20% of the contents sum insured

Sanitaryware	Included
Seasonal increase	30%
Selling your buildings	Included if you have selected buildings cover
Theft damage to buildings	Included
Theft of keys	£2,500
Trace and access	£25,000
Unauthorised use of electricity, gas, oil or water	£10,000 or 10% of the sum insured of the relevant premises whichever is the lesser
Underground cables	Included

Special conditions

- Unoccupied premises notification
- Unoccupied buildings requirements and cover restrictions

Business interruption and book debts (if selected)

Provides insurance cover to protect shop business income following a material damage loss

Extension/cover	Standard wordings/limits
Equipment breakdown	£50,000 (£25,000 in respect of third party proprietary software)
Essential employee	£10,000
Internet accidental failure	£2,500
Loss of attraction	£250,000
Lottery winners	£25,000
Notifiable diseases and other health risks, murder or suicide	3 months maximum indemnity period
Prevention of access	£100,000
Public utilities – accidental failure	£100,000
Telecoms – accidental failure	£2,500
Transit	£10,000
Unspecified customers	£25,000
Unspecified suppliers	£25,000

Special conditions

- Storage of books of account and other business books and records
- Winding up, receivership or liquidation of the business

Significant exclusions or limitations applicable to Material damage 'all risks' and Business interruption and book debts:

- Excess £250 for each loss, £1,000 for subsidence
- Excludes damage caused by theft or attempted theft not involving forcible and violent entry to or exit from a building at the premises
- Excludes damage or business interruption caused by storm, flood or escape of water in respect of stock contained in the basement of the buildings unless placed on racks or stillages at least 15 centimetres above the floor
- Excludes damage or business interruption caused by faulty or defective design, materials, workmanship or wear and tear
- Excludes damage or business interruption caused by pollution or contamination
- Cover restrictions and additional requirements apply in the event of any buildings becoming unoccupied

Money (if selected)

Provides insurance cover to protect business money

Extension/cover	Standard wordings/limits
Non-negotiable money	£250,000
In transit by employees	£7,500
In transit by post	£1,000
In bank night safe	£7,500
In premises during business hours	£7,500
In your home or that of any employee you authorise	£2,500
In premises outside business hours not in a locked safe or strong room	£250
In vending or gaming machines	£250
In safe outside business hours	£2,500
Counselling costs	£1,000
Damage to property (personal effects)	£500 any one person
Personal effects and money	£500
Personal injury – death, loss of limb or loss of eye, permanent total disablement	£10,000
Temporary total disablement	Up to £150 per week

Significant exclusions:

- Bodily injury to a person insured who has attained the age of 65 years unless the bodily injury, loss or expense occurs during the period of insurance in which the person insured attains the age of 65 years
- Loss of money due to clerical or accounting errors
- Loss of money due to acts of fraud or dishonesty by any employee where the loss is not discovered within 14 days of the date that the act of fraud or dishonesty started
- Loss of money belonging to the Post Office corporation
- Loss of money from any unattended vehicle

Special conditions

- Accompaniment
- Record keeping
- Security of safe keys and combination codes

Deterioration of stock (if selected)

Provides insurance cover for the deterioration, putrefaction or contamination of business stock in a freezer or cold store

Extension/cover	Standard wordings/limits
Cover limit	£10,000 (£2,500 any one freezer)
Processing and packaging costs	Included

Significant exclusions:

- Excess £75
- Your wilful neglect
- A deliberate act of the supplier not performed for the sole purpose of safeguarding life or protecting any part of the supply system

Loss of licence (if selected)

Provides cover for depreciation in value of premises following loss of licence

Extension/cover	Standard wordings/limits
Cover limit	Variable limits up to £250,000
Reasonable costs and expenses for appeal against loss of licence	Included

Significant exclusions:

- Excess £250
- Alteration of legislation
- Compensation under any legislation
- Compulsory purchase order
- Any loss of personal licence

Special conditions

- Alteration of premises
- Application for review
- Breach of licensing legislation
- Change in tenancy
- Complaints
- Transfer of licence

Employers' liability (if selected)

Covers the cost of compensating employees who are injured at or become ill through work

Extension/cover

Extension/cover	Standard wordings/limits
Cover limit	£10,000,000
Automatic acquisitions cover	Included
Court attendance costs	Directors/partners £750, employees £250
Criminal defence costs – Corporate Manslaughter and Corporate Homicide Act 2007	£2,000,000
Criminal defence costs – Health and Safety at Work acts	Included
Indemnity to first aid and medical teams	Included
Indemnity to principal	Included
Personal representatives	Included
Public relations expenses	Included
Subrogation waiver	Included
Unsatisfied court judgments	Included
Work overseas	Included

Significant exclusions:

- Liability for which compulsory Motor insurance or security is required under road traffic legislation
- Liability for bodily injury caused by Work offshore
- Liability for bodily injury caused by Manual work overseas

Special provisions

- Limit of indemnity – terrorism – £5,000,000

Special conditions

- Compulsory insurance

Public and products liability (if selected)

Provides insurance protection for any legal liability arising out of injury to third parties or for damage to their property

Extension/cover	Standard wordings/limits
Cover limit	£2,000,000 (Variable limits up to £10,000,000)
Automatic acquisitions cover	10% of wayeroll
Contingent motor liability (non-owned vehicles)	Included
Court attendance costs	Directors/partners £750, employees £250
Criminal defence costs – Corporate Manslaughter and Corporate Homicide Act 2007	£2,000,000 or the limit in the schedule in any one period of insurance whichever is the lesser
Criminal defence costs – Health and Safety at Work acts	Included
Criminal defence costs – Part II of Consumer Protection Act 1987 and Food Safety Act 1990	£25,000
Data protection legislation	£1,000,000
Defective Premises Act 1972	Included
Environmental clean up costs	£1,000,000
Indemnity to directors and employees	Included
Indemnity to principal	Included
Joint liabilities	Included
Personal liability	Included
Tenant's liability	10% of the contents sum insured
Treatment risk	Included for hair and beauty trades
Vendors liability	Included

Public liability (if selected)

Significant exclusions:

- Third party property damage excess £250
- Liability arising from the ownership or possession or use by you, or on your behalf, of any mechanically propelled motor vehicle or mobile plant which is licensed for road use, for which compulsory motor insurance is required
- Products no longer in your custody or control
- Property being worked upon
- Property held in trust
- Vessels and craft

Products liability (if selected)

Significant exclusions:

- Aircraft products
- Exports to the USA or Canada
- Replacing, reinstating, rectifying, recalling, removing or guaranteeing the performance of any products

Public/products liability (if selected)

Significant exclusions:

- Asbestos
- Contractual liability
- Cyber
- Exposure to ultraviolet radiation
- Foreign operations
- Manual work away other than collection or delivery
- Liquidated or punitive damages or fines
- Professional advice
- Pollution or contamination
- Treatment liability – other than that provided for hair and beauty treatment extension

Special provisions

- Discharge of liability
- Limit of indemnity
- Limit of indemnity – terrorism – £5,000,000 or the limit in the schedule whichever is the lesser

Special conditions

- Underground services

Goods in transit (if selected)

Provides insurance cover to protect property in transit in either own vehicles or carried by a third party

Extension/cover	Standard wordings/limits
Cover limit	Variable limits up to £15,000
Damage to tarpaulin sheets, ropes, chains, toggles and packing materials	£2,500
Personal effects	£250

Significant exclusions:	
<ul style="list-style-type: none">• Excess £75• Damage due to changes in environment• Confiscation• Consequential loss• Contents of mobile shop• Depreciation, gradually operating changes and other causes	<ul style="list-style-type: none">• Loss from a soft topped, open topped, open sided or curtain sided vehicle or trailer caused by theft or attempted theft unless the vehicle or trailer is stolen at the same time• Damage from fireworks, other dangerous goods or livestock• Theft from unattended vehicles

Special provision
<ul style="list-style-type: none">• Reasonable care

Specified items 'all risks' (if selected)

Provides 'all risks' cover to protect specified items away from or in own premises

Extension/cover	Standard wordings/limits
Cover limit	Variable limit up to £20,000 with single item limit up to £10,000
Specified items cover	Optional
Own premises cover	Optional
Anywhere within the United Kingdom	Optional
Anywhere within the European Union	Optional
Worldwide cover	Optional

Significant exclusions:	
<ul style="list-style-type: none">• Specified items 'all risks' excess variable depending on value• Damage to vending machines caused by bent, foreign or false coins• Breakage of glass or other brittle articles• Changes in environment or mechanical or electrical breakdown	<ul style="list-style-type: none">• Confiscation, destruction or detention by customs or other authorities• Depreciation, gradually operating changes and faulty or defective design or workmanship• Damage caused by maintenance and testing• Theft from unattended road vehicles

Special provision
<ul style="list-style-type: none">• Index linking

Legal expenses (if selected)

Provides insurance cover against exposure to professional legal expenses with the provision of legal advice

Extension/cover	Standard wordings/limits
Contract disputes	Optional
Cover limit – costs and expenses	£100,000
Cover limit – compensation awards	£1,000,000 in any one period of insurance
Debt recovery	Optional
Employment disputes and compensation awards	Included
Legal defence	Included
Personal injury	Included
Property protection	Included
Statutory licence appeal	Included
Tax protection	Included

Significant exclusions:

- Excess £500 for all contract dispute claims exceeding £5,000
- Excess £200 for costs and expenses on all aspect enquiries claims
- All employment dispute claims arising within the first 90 days of cover
- Any dispute with DAS
- Bankruptcy
- Calendar date devices
- Costs we have not agreed
- Court awards and fines
- Defamation
- Deliberate acts
- Franchise or agency agreements
- Group or class actions
- Intellectual property rights
- Judicial review
- Late reported claims
- Legal action we have not agreed
- Litigant in person
- Nuclear, war and terrorism risks
- Shareholding or partnership disputes

Special conditions

- Arbitration
- Assessing and recovering costs
- Cancelling an appointed representative's appointment
- Cancelling this section
- Claims under this section by a third party
- Expert opinion
- Fraudulent claims
- Keeping to the policy terms
- Law that applies
- Offers to settle a claim
- Other insurances
- Withdrawing cover
- Your representation
- Your responsibilities

Employee dishonesty (if selected)

Provides insurance cover to protect money and property against the dishonest acts of employees

Extension/cover	Standard wordings/limits
Cover limit	Variable limits up to £5,000
Auditor's fees	Included
Automatic reinstatement of loss	Included subject to an additional premium

Significant exclusions:

- Excess £250
- Consequential loss
- Business partners and directors
- Employees who you are unable to name or are based outside the territorial limits or who hold any share capital
- Claims for losses not discovered within 24 months of expiry of the cover or termination of the employee's contract of insurance
- Loss caused by any employee whom you were aware had previously committed a criminal act before or after the date of commencement of employment with you

Personal accident (if selected)

Provides compensation in the event of injuries, disability or death caused solely by violent, accidental, external and visible events

Extension/cover	Standard wordings/limits
Maximum benefit	Variable limits up to £120,000 or £600 per week
Disappearance	Included
Exposure	Included
Funeral costs	£5,000
Hijack or kidnap	Included
Medical costs	£5,000
Rehabilitation support	Included

Significant exclusions or limitations:

- Maximum limit for persons under 16 is £15,000
- 7 day deferment period applies to Temporary Total Disablement claim
- Excludes a person insured engaging in active service in any of the armed forces of any nation
- Excludes any person aged 55 and above
- Excludes any sickness or disease, any naturally occurring or degenerative condition, any gradually operating cause or post-traumatic stress disorder excluding a direct result of bodily injury caused by an event
- Excludes a journey to the following countries or specific areas of countries: Afghanistan, Iran, Iraq, Somalia, Yemen, Israeli occupied Territories
- Excludes a person insured engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft
- Excludes a person insured committing or attempting to commit suicide or intentionally inflicting self-injury
- Excludes war within the person insured's country of permanent residence or country of secondment

Special condition

- Interest

Terrorism (if selected)

Provides insurance cover for damage to property and business interruption caused by acts of terrorism

Extension/cover	Standard wordings/limits
Certified terrorism	Included
Uncertified terrorism	Included

General policy exclusions

- Date related performance and functionality
- Electronic risks
- Northern Ireland civil commotion
- Nuclear and war risks, government or public authority order and sonic bangs
- Terrorism – unless selected

General policy conditions

- Alteration
- Arbitration
- Cancellation
- Cancellation notice
- Contractual right of renewal (tacit)
- Fair presentation of the risk
- Fraudulent claims
- Legal representatives
- Payment by instalments
- Premium adjustments
- Reasonable care
- Sanctions

Insurance Act 2015

This policy is compliant with the principles of the Insurance Act 2015 law reforms. It also incorporates an 'opt out' which aims to promote good customer outcomes. We have opted-out of the 'proportionate reduction of claim remedy' available to insurers under the Act. This means that in cases of non-disclosure or misrepresentation which are neither deliberate nor reckless, if we would have charged an additional premium had we known the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged.

We believe that our 'additional premium approach' should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

Premium adjustments

If any changes are made to the policy during the period of insurance that result in an additional or return premium of less than £100 plus insurance premium tax then this premium adjustment will not be charged or refunded (£50 plus insurance premium tax in respect of terrorism changes).

Cancellation rights

If you do not want to accept the policy, notification is required within 14 days of receiving the policy or renewal notice. A pro rata charge for the time on cover will be applied subject to a minimum premium of £50 plus insurance premium tax.

Claims

To notify a claim please call 0800 302 9055, 24 hours a day, 365 days a year.

Our complaints procedure

We are committed to providing a high level of customer service. If you do not feel we have delivered this, we would welcome the opportunity to put things right for you.

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction. Contact details will be provided on correspondence that we or our representatives have sent you.

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk

You can also contact them as follows:

Post: Financial Ombudsman Service,
Exchange Tower, London, E14 9SR

Telephone: 08000 234567
(free on mobile phones and landlines)

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

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Zurich Insurance plc

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UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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