

Retailers Policy Summary



Policy Summary

This is a Policy Summary only and does not contain full terms and conditions of the contract of insurance. Some covers are optional and will only apply if you have selected them. Full terms and conditions can be found in the policy document, a copy of which is available on request.

Fair Presentation of Risk

You and anyone representing you have a Duty to provide a fair presentation of the risk. A fair presentation is one which, in a reasonably clear and accessible manner, provides the material facts which you know or ought to know following a reasonable search. Failing that, the information provided must be sufficient to warn the Insurer that additional enquiries must be made to fully understand the risk. The information provided must be substantially correct, complete and made in good faith.

Fraud

If you or anyone representing you makes a fraudulent payment, provides false documents or statements to support a claim, makes a claim or part of any claim is fraudulent, false or exaggerated your policy may be cancelled and no premium returned, the claim may be rejected or reduced sums paid to you. Your details may be passed to fraud prevention and law enforcement agencies who may access and use this information.

The Insurer

Unicorn Underwriting Limited underwrites on behalf of:

Section	Insurer
Commercial Legal Expenses	<p>ARAG plc is authorised to administer this insurance on behalf of the insurer HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany. ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.</p> <p>HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. (FRN: 659331).</p>
Equipment Breakdown	<p>HSB Engineering Insurance Limited (FCA Register No 202738) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority</p>
All other sections	<p>Travelers Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England 1034343</p>

Policy duration

This policy has a 12 month period of insurance (unless shown differently on your policy schedule), and is annually renewable.

Cancellation rights

You have the right to cancel the insurance from inception within 14 days of the receipt of the documents at the start of the insurance or within 14 days of the start of the insurance whichever is later ("the cooling off period") if the cover does not meet their requirements by returning all documents and any certificate to the Broker Intermediary or Agent who arranged the Policy

The Insurers shall return any premium paid in full within 30 days of the receipt of the notice of cancellation from the Broker Intermediary or Agent if the cover is cancelled either

- before the inception date or
- within the 14 day cooling off period provided that no claim has been made or incident advised that could give rise to a claim in these circumstances no return of premium will be made

What is Retailers Insurance?

The Retailers product is designed to meet the demands and needs of someone wishing to insure the assets, earnings and legal liabilities of their retail business.

Significant features and significant or unusual exclusions, limitations or conditions

Section 1 Property All Risks	
Cover	
This Section of the Policy covers damage to Property as described in Section 1	
Cover includes Loss of Rent as a result of damage.	
- Limited to the Rent payable whilst uninhabitable / the Sum Insured shown on the Policy Schedule whichever is less	
Some of the covers are optional, they are not included as Standard and will only apply if you have selected them and they are shown on the Policy Schedule.	
Principal Extensions	Limits
keys and locks	£2,500 any one loss
theft damage to buildings	for which the Insured is responsible and is not otherwise insured
temporary removal	10% of the Contents sum insured
exhibitions	£25,000 any one loss for Contents and Stock including whilst in transit
other locations	£2,500 any one loss/£10,000 in any one period of insurance for Contents and Stock
third party storage locations	10% of the Contents and Stock Sum Insured/£250,000 whichever is lesser amount
landscaped gardens damage by Fire Brigade	£25,000 any one loss
loss of metered supplies	£25,000 any one loss
trace and access	£25,000 any one loss
clearing of drains	£25,000 any one loss
fire and security equipment	£25,000 any one loss
computer records	£10,000 any one loss/aggregate any one period of insured
theft of building parts	Sum Insured shown on the Schedule and for which the Insured is responsible and not otherwise insured
obsolete buildings materials	10% of the Declared Value of Buildings
loss minimisation costs and prevention expenditure	£25,000 any one period of insurance
further investigation expenses, building damage	£5,000 any one loss
emergency access by police	£10,000 any one period of insurance
unauthorised use of supplies	£25,000 any one loss
sprinkler upgrade costs	£25,000 any one claim
undamaged tenants improvements	£25,000 any one loss
seventy two hour clause	Storm, Flood, Earthquake: occurring within 72 hours period deemed one loss for determining Excess
European Union and public authorities	15% of the amount payable if Buildings had been totally destroyed
removal of debris	Sum insured shown on schedule
capital additions	10% of Buildings, Tenants Improvements, Contents Sum Insured/£500,000 whichever is lesser amount

Principal Exclusions to Section 1	
acts of fraud or dishonesty	land, piers, jetties, bridges, culverts, excavations
bursting by steam pressure of boilers	livestock, growing crops or trees
cessation of work, confiscation, seizure, embargo	mechanical/electrical breakdown/derangement/disturbance, power fluctuations
change in temperature, texture, finish	orders of government/public authority
corrosion, rust, wet or dry rot	property/structures under construction/erection
damage by animal, vermin, insects	pollution or contamination
damage to building by its own collapse/cracking	spontaneous fermentation or heating process
damage to property undergoing a trade process	storm and flood damage caused to fences, gates and moveable property in the open
defective/faulty workmanship, design or materials	subsidence, heave or landslip caused by or arising from: <ul style="list-style-type: none"> • coastal/river erosion • settlement/movement of made up ground • construction/demolition, structural alteration or repair • new structures; normal settlement/bedding down
disappearance, unexplained loss	theft not involving forcible and violent means
erasure of electronic records	theft of property in the open
frost, change in water table level	unoccupied building; restricted cover

inherent vice, latent defect, gradual deterioration	vehicles for road use, trailers, caravans, watercraft, aircraft including drones
jewellery, precious stones, metals, bullion or furs	wear and tear
joint leakage, failure of welds	

Principal Terms & Conditions to Section 1

average	intruder alarm system
fire extinguishing appliances	minimum level of security

Optional covers to Section 1

These covers will show as operative in the Policy Schedule if you have selected them

Money

Loss of business money or non-negotiable money either on the premises or elsewhere within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. Limits as shown on the Policy Schedule.

In the Buildings

- during business hours
- non-business hours/unattended
- not in locked safe
- secured in a locked unspecified safe
- secured in a specified safe

Elsewhere

- in a bank night safe, in transit, in the insured's private dwelling house

Cover includes

- damage to clothing and personal effects resulting from theft of money. Limit: £500 any one loss
- damage to strongroom, safe, till or franking machine. Limit: cost of repair or replacement

Principal Exclusions

forgery or deception
false, fraudulent or invalid payment
loss from an unattended vehicle/coin operated item
loss from unconnected business activities
shortage due to error or omission
outside the Territorial Limits
theft not involving forcible and violent entry/exit
theft by employees
use of counterfeit money

Principal Conditions

maintain minimum standards of precaution
transit protocols – routes and persons attending
premises security precautions and measures

Theft by Employees

Direct loss of money, non-negotiable money or property belonging to or the legal responsibility of the Insured caused by fraudulent/dishonest acts of employees.
Limit £10,000 any one specific event

Principal Exclusions

unexplained shortages
indirect loss of money
losses not discovered and notified to Insurers within 30 days of loss

losses occurring prior to inception of this Section
lack of reasonable care

All Risks on Portable Property

Damage to specified portable property used in connection with the business occurring within the selected geographical areas shown on the Policy Schedule
Limit as shown on the Policy Schedule

Principal Exclusions

detention or confiscation
unattended property unless contained in

- a securely locked building
- a secure vehicle

wear and tear

depreciation, electrical or mechanical breakdown
process of cleaning restoring adjusting repair

Goods in Transit

Damage to Goods in Transit being carried

- on any Vehicle operated or owned by the Insured
 - by a carrier other than the Insured by means of road, rail or inland air freight
- within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands during the period of insurance
Limit as shown on the Policy Schedule or noted below:
- £2,500: packing materials, removal of debris, site clearance, cost of reloading and re-securing. Additional cost of transferring goods following fire collision overturning or impact.
 - £500: personal effects belonging to the driver

Principal Exclusions	Principal Conditions
breakdown or refrigeration/insufficient insulation	unattended loaded vehicle protections/precautions
defective/inadequate packing/insufficient addressing	invoice cost Stock valuation
depreciation, delay, inadequate documentation	
erection dismantling or installation	
disappearance/unexplained shortages of materials	
spillage leakage evaporation loss of weight shrinkage	
theft from open backed, curtain sided, soft sided, soft topped vehicles	
Deterioration of Stock	
Damage to Refrigerated Goods the property of the Insured or for which they are responsible due to deterioration contamination or putrefaction whilst contained in a frozen food cabinet, cabinet freezer, cold room, cold store or refrigerator Limit as shown in the Policy Schedule	
Principal Exclusions	Principal Conditions
damage where the frozen food cabinet, freezer, cold room, cold store or freezer is <ul style="list-style-type: none"> over 10 years old over 2 years old and not annually inspected 	reasonable precautions for the safety
damage caused by failure of public supply	serviced in accordance with manufacturers' recommended standards
damage caused by failure to comply with manufacturers' instructions or use components not approved by manufacturers'	
wear and tear, deterioration or gradual developing flaws or defects	
incorrect setting of thermostatic or automatic controlling devices	

Section 2 Business Interruption

Cover

Optional Section: this Section of the Policy is only operative if you have selected it and it is shown in the Policy Schedule

This Section of the Policy covers loss of gross profit or increased cost of working caused as a result of damage to Property covered in Section 1. Limit and Indemnity Period as shown in the Policy Schedule

Principal Extensions	Limits
infectious disease	£25,000/3month indemnity
food & drink poisoning	£100,000/3 month indemnity
closure of business premises – murder, sanitary arrangements, vermin	£100,000/3 month indemnity
unspecified customers	£100,000 any one loss
specified customers	Sum Insured shown in Policy Schedule
unspecified suppliers	£100,000 any one loss
specified suppliers	Sum Insured shown in Policy Schedule
prevention of access	£100,000 any one loss
damage to public utilities	£100,000 any one loss
accidental failure of public supply – arising from damage	£50,000 any one loss, cessation for at least 24 hours (telecommunications) otherwise for at least 4 hours
goods in transit	10% of the Sum Insured any one loss or £50,000 whichever is the lesser amount
documents	£50,000 any one loss
storage sites	£25,000 any one loss
contract sites	£50,000 any one loss
public relations expenses	£10,000 any one loss
exhibition expenses	£25,000 any one loss
bomb (hoax or actual)	loss exceeding 2 hours duration

Principal Exclusions to Section 2

damage by riot or malicious damage causing erasure loss or distortion of information on computer and telecommunication equipment	increase in cost of working due to: <ul style="list-style-type: none"> failure of any satellite prior to obtaining its full operating function/in final year of its design life atmospheric, solar or lunar conditions causing temporary interference with transmission to or from any satellite
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other erasure loss distortion or corruption of information on computer and telecommunication equipment unless resulting from Defined Perils	
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Principal Terms & Conditions to Section 2	
additional increased cost of working	average
increased cost of working	rent receivable

Section 3 Equipment Breakdown	
Cover	
This Section covers direct physical loss or damage and any specified consequential loss to Covered Equipment owned by the Insured or for which the Insured is responsible caused by an Accident at the Premises	
Limit of Indemnity is £5,000,000 any one Accident	
Principal Extensions	Limits
additional access costs	£20,000 any one Accident
anchor location	£50,000 any one period of insurance
away from the Premises	Covered equipment within the Territorial limits. Portable Computer Equipment anywhere in the world
business interruption	£100,000 any one Accident
computer equipment	£500,000 any one Accident
computer increased cost of working	£50,000 any one Accident
damage to own surrounding property	£2,000,000 any one Accident
debris removal	£25,000 any one Accident
energy efficiency improvements	25% of the replacement as new cost/£25,000 whichever is less
expediting expenses	£20,000 any one Accident
hazardous substances	£10,000 any one Accident
hire of substitute item	£10,000 any one Accident
portable computer equipment	£5,000 any one Accident
public authorities/law or ordinance	Limit of Liability as shown in the Policy Schedule
public relations costs	subject prior written agreement from the Insurer
reinstatement of data lost or damaged	£50,000 any one Accident
repair costs investigations	£25,000 any one Accident
storage tanks and loss of contents	£10,000 any one Accident

Principal Exclusions to Section 3	
Damage caused by or resulting from	
a condition which can be corrected by resetting calibrating realigning tightening adjusting or cleaning or by the performance of maintenance	public authorities
any cause which is recoverable under a maintenance agreement, warranty or guarantee	<ul style="list-style-type: none"> any increase in loss due to a hazardous substance any liability to a third party finances increased construction costs until the building is replaced
breakage or abrasion of wires or strands	
depletion deterioration corrosion wear and tear or other gradually developing conditions	programming error, programming limitation, computer virus, introduction of malicious code, loss of access, loss of use, loss of functionality
equipment in a private dwelling/private dwelling quarters	incorrect setting of thermostats or automatic controlling devices reinstatement of software
hydrostatic pneumatic gas pressure test of any boiler/pressure vessel	the decision of a Service Provider to stop or reduce trade with the Insured or restrict services
insulation breakdown test of any type of electrical equipment	

Excluded Property	
biomass or biogas installation	Manufacturing Production or Process Equipment including linked Computer Equipment
electricity generating equipment, emergency back-up power equipment or wind turbines exceeding 10kw, photovoltaic equipment exceeding 50kw	self-propelled plant and equipment dragline excavation or construction equipment
electronic equipment used for research diagnostic treatment experimental, medical or scientific purposes valued (new) exceeding £30,000	safety or protective devices
equipment manufactured by the Insured for sale	supporting structure foundation masonry brickwork or cabinet

Hydroelectric installations	tools dies cutting edges crushing surface parts requiring periodic renewal
insulating or refractory material	vehicles aircraft floating vessels or any equipment mounted thereon

Principal Terms & Conditions to Section 3	
precautions	back-up records

Section 4 Employers Liability

Cover
Optional Section: this Section of the Policy is only operative if you have selected it and it is shown in the Policy Schedule
This Section of the Policy protects the Insured in regard to their legal liabilities in respect of claims from employees sustaining injury or disease caused during the period of insurance and in connection with their employment by the Insured.
Limit of Indemnity is £10,000,000

Principal Extensions	Limits
court attendance compensation	per day: £750 director/partner, £250 any Employee
Corporate Manslaughter and Corporate Homicide – legal defence costs	excludes payment of fines, penalties, cost of remedial or publicity orders. Limit £1,000,000 under this and equivalent extension under Section 5
Health & Safety at Work – legal defence costs	excludes payment of fine or penalties
indemnity to other parties	Limit of Liability shown on Policy Schedule
unsatisfied court judgements	wholly or partially unpaid after six months, providing no appeal outstanding

Principal Exclusions to Section 4

liability arising from work or visits offshore	injury involving motor vehicles where motor insurance is required by law
working outside the United Kingdom other than for temporary visits	

Section 5 Public & Products Liability

Cover
Optional Section: this Section of the Policy is only operative if you have selected it and it is shown in the Policy Schedule
This Section of the Policy covers protects the Insured in regard to their legal liabilities to pay compensation and legal costs for accidental death or injury to any person (excluding employees) and accidental damage to third party material property.
Limit of Indemnity inclusive of costs in respect of occurrences in the USA or Canada as shown on Policy Schedule
Territorial Limits:

- Public Liability a) Great Britain, Northern Ireland and Channel Islands and b) temporary non-manual work elsewhere in the world (excluding USA and Canada)
- Products Liability c) anywhere in the world excluding USA and Canada provided products are supplied from/worked upon with the countries named in a) above

Principal Extensions	Limits
Consumer Protection & Food Safety Acts – legal defence costs	excludes payment of fines or penalties
court attendance compensation	per day: £750 director/partner, £250 any Employee
Corporate Manslaughter and Corporate Homicide – legal defence costs	excludes payment of fines, penalties, cost of remedial or publicity orders. Limit £1,000,000 under this and equivalent extension under Section 4
cross liabilities	
Data Protection	£500,000. Excludes cost of fines or penalties, replacing erasing personal data
Defective Premises Act	excludes cost of remedying defects
Health & Safety at Work – legal defence costs	excludes payment of fine or penalties
indemnity to other parties	Limit of Liability as shown in Policy Schedule. Parties must observe and fulfil Section terms and conditions
motor contingent liability	excludes insured's vehicles, damages to vehicles or conveyed goods
overseas personal liability	excludes liability arising from the ownership/occupation of land or buildings
property in the Insured's custody or control	excludes liability assumed under a tenancy agreement or other agreement

Principal Exclusions to Section 5	
advice and design	work on offshore installations
damage to goods supplied	contractual liability
safety critical products and exports to USA/Canada	overseas representation
fines	financial loss
Injury to Employees	healthcare
mechanically propelled vehicles	heat work away
pollution or contamination: gradually occurring or in USA/Canada	loss of information
property in charge custody or control of the Insured	asbestos
vessels or craft	silica

Principal Terms & Conditions to Section 5	
discharge of liability	bona fide subcontractors
other insurances	

Section 6 Terrorism
<p>Cover</p> <p>Optional Section: this Section of the Policy is only operative if you have selected it and it is shown in the Policy Schedule</p> <p>This Section of the Policy provides cover for damage arising from acts of Terrorism in England, Scotland and Wales in respect of Section 1 – Property All Risks, Section 2 - Business Interruption and Section 3 - Computer All Risks items where operative</p> <ul style="list-style-type: none"> • Terrorism cover cannot be purchased selectively. If you require Terrorism cover it must apply to all your insured property. • Cover will be limited to the Sums Insured that you have selected within Section 1 – Property All Risks, Section 2 – Business Interruption and Section 3 – Computer All Risks

Principal Exclusions to Section 6	
computer virus or similar mechanism, hacking, phishing, denial of service attack	riot or civil commotion
property at a nuclear installation or nuclear reactor	war invasion act of foreign enemy hostilities (whether war be declared or not) civil rebellion revolution insurrection military or usurped power
residential property insured in the name of a private individual	

Principal Terms & Conditions to Section 6	
issue of Terrorism certificate/verification of Terrorism by Insurer and Pool Reinsurance Company	all property/premises owned by/the responsibility of the Insured have been insured for Terrorism

Section 7 Commercial Legal Expenses	
<p>Cover</p> <p>This Section of the Policy protects the Insured in regard to legal costs & expenses and employment compensation awards as described in Section 7</p> <p>Also included is access to a range of useful helplines and a Business legal services website, which allows you to create many online documents, which can help your business</p>	
Principal Extensions	Limits
Employment	£100,000
Employment Compensation Awards	£100,000 (£1,000,000 aggregate)
Employment Restrictive Covenants	£100,000
Tax Disputes	£100,000
Property	£100,000
Compliance & Regulation	£100,000
Statutory Licence Appeals	£100,000
Loss of Earnings	£100,000
Personal Injury	£100,000
Executive Suite	£100,000
Contract & Debt Recovery	£100,000
Crisis Communication	£25,000
Helplines	
Legal & Tax Advice Helpline	
Redundancy Assistance Helpline	
Executive Suite Identity Theft	
Crisis Communication	
Counselling Assistance	
Business Legal Services Website	

Principal Exclusions to Section 7	
it must always be more likely than not that your claim will be successful.	you must report your claim during the period of insurance and as soon as you become aware of the circumstances that could lead to a claim.
unless there is a conflict of interest we will choose an appointed advisor until proceedings need to be issued or in any claim dealt with by an Employment Tribunal.	legal costs, expenses or compensation awards incurred before we accept a claim.
costs that exceed the sum we would have agreed to pay a solicitor on our panel, if the insured chooses to use their own representative	

General Policy Exclusions	
war and allied risks/dispossession/radioactive contamination	punitive and other non-compensatory damages
civil commotion in Northern Ireland	date recognition
terrorism (property and business interruption)	marine policies
terrorism (liability)	computer virus
cyber – third party	illegal deliberate and criminal acts
communicable disease	

General Policy Conditions	
misrepresentation and fair presentation	observance of terms
fraud	legal representatives
reasonable care	subject to survey
alteration	limit of indemnity
payment of premium	third party rights
cancellation, by Insured and Insurer	assignment
claims – action by Insured	insureds contribution
claims – rights of Insurer	abuse
conditions	sanctions
contribution	subrogation
arbitration	jurisdiction
claims co-operation	premium adjustment
policy interpretation	unoccupied buildings

How do I make a claim?

If you need to notify a potential claim under Section 1 Property All Risks, Section 2 Business Interruption, Section 3 Computer All Risks or Section 6 Terrorism please immediately contact the Claims Helpline on 01732 520273. Please quote your Policy Number and code UNIUW

If you need to notify a potential claim under Section 4 Employers Liability or Section 5 Public & Products Liability please immediately contact the Claims Helpline on 0800 587 8388. Please quote your Unicorn policy number.

If you need to notify a potential claim under Section 3 Equipment Breakdown immediately report your claim to Claims Department, HSB Engineering Insurance Limited, Chancery Place, 50 Brown Street, Manchester M2 2JT

Telephone: +44 (0) 330 100 3432 (Calls to this number are charged at the same standard landline rate as calls to 01 or 02 numbers.)

Email: new.loss@hsbeil.com

If you need to notify a potential claim under Section 7 Commercial Legal Expenses, a claim form can be downloaded at www.arag.co.uk/newclaims or requested by telephoning ARAG on 0330 303 1955 between 9am and 5pm weekdays (except bank holidays).

How do I complain?

If you have a complaint about the service you have received from your Broker Intermediary or Agent please contact their Complaints Department and they will investigate your complaint accordingly. They will supply a copy of their complaints procedure when contacting them.

If they are unable to resolve your complaint you may refer your complaint to the Financial Ombudsman Service

Should you be unhappy with the service provided by Unicorn Underwriting Limited please contact us by phone on +44 (0)20 7444 9555 or write to us at The Compliance Officer, Unicorn Underwriting Limited, 22 Bishopsgate, London EC2N 4BQ

E-mail: complaints@unicornuw.com

Please quote the Policy Number in all correspondence

Should you be unhappy with the service provided under Section 7 Commercial Legal Expenses please contact ARAG on 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded) or write to them at ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.

E-mail: customerrelations@arag.co.uk

If we cannot resolve your complaint you may be able to refer your complaint to the Financial Ombudsman Service

The address is: Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9 123** (from mobile or non BT lines)

E-mail: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Making a complaint will not affect your right to take legal action

Details about our Regulator

Unicorn Underwriting Limited is authorised and regulated by the Financial Conduct Authority FRN474137.

Compensation

If we are unable to meet our liabilities to policyholders, you may be able to claim compensation from the Financial Services Compensation Scheme. The level of compensation differs depending on the type of cover:

Compulsory Insurance	Non-compulsory Insurance
100% of the claim	90% of the claim

Further information can be obtained from:

Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

Telephone 0800 678 1100 or 020 7741 4100

enquiries@fscs.org.uk

www.fscs.org.uk



URESsummary 10/21

Unicorn Underwriting Limited is registered in England. Company No. 6302201. Registered Office: 22 Bishopsgate, London. EC2N 4BQ. Unicorn Underwriting Limited is authorised and regulated by the Financial Conduct Authority.