



# Retail Policy

Primary General - Retail Package Insurance Policy - 01/08

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## Policy Summary

This document provides a summary only of the significant aspects of cover (including restrictions) provided by our standard Retail Package Insurance Policy. For full details, please refer to the Policy itself which is available to download from our website ([www.primarygeneral.co.uk](http://www.primarygeneral.co.uk)) or by contacting your Broker.

## Introduction

The cover provided by the Primary General Leisure Package Policy has been designed for both multi-site and single site Retail business. It provides a comprehensive package to cover the insurance requirements of the Retail Sector. The insurance is normally for a period of 12 months unless shown differently on your Policy Schedule.

The Policy is underwritten by Primary General Insurance Limited, on behalf of capacity supplied by AXA Insurance UK Plc, trading as AXA Insurance and Aviva Insurance Limited trading as "Norwich Union".

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## Covers

### Buildings Cover

This section covers damage to buildings insured caused by one of the Specified Perils detailed below in Insured Event (1) or damage by optional Insured Events (2) or (3):

#### (1) Specified Perils:

- Fire
- Lightning
- Explosion
- Subterranean Fire
- Earthquake
- Aircraft
- Riot, Civil Commotion
- Malicious Damage
- Storm
- Flood
- Escape of Water
- Leakage of beer and beverages
- Impact by own and third party vehicles or animals
- Falling trees
- Breakage or collapse of aerials
- Theft or attempted theft.

#### (2) Accidental physical damage

#### (3) Subsidence

#### Notable Section extensions:

- Buildings include landlord's fixture and fittings, walls, gates and fences.
- Professional fees including architects, surveyors and legal fees (10% limit).
- Accidental damage to underground services including pipes, services and cables (£25,000 limit).
- Transfer of interest.
- Automatic sum insured reinstatement (for an additional premium).
- Accidental damage to sanitary ware (£25,000 limit).
- Debris removal (10% limit).
- Additional costs in complying with Public Authorities requirements (10% limit).
- Trace and access costs (£25,000 limit).
- Capital additions up to 10% of the sum insured (maximum £500,000).
- Loss of customers goods where stock is covered (and not insured elsewhere).



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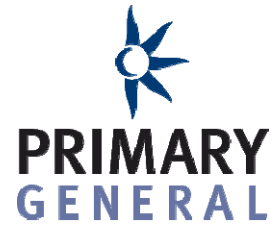
## Buildings Cover (continued)

### Notable Section exclusions:

- The Excess as stated in the Policy Schedule.
- Accidental pollution.
- Damage by frost.
- Wear, tear and gradual deterioration.
- Damage by vermin or insect infestation.
- Mechanical or electrical breakdown of lifts or any other plant or equipment.
- Damage to boilers caused by cracking or fracturing.
- Damage to hedges, gates or fences caused by storm, tempest or flood.
- Damage to fixed glass, signs, blinds or canopies.
- Subsidence caused by new structures bedding down or newly made-up ground settling.
- Subsidence damage to yards, car parks, roads, pavements, swimming pools, gates and fences.
- Terrorism

### Notable Section conditions of cover:

- Condition of Average (underinsurance).
- Rebuilding must be carried out in reasonable time.
- Frying Apparatus Warranty.
- Intruder Alarm Installation Condition.
- Protective Measures Condition (physical security).
- Insurers must be notified in writing immediately any building becomes unoccupied of a period of 28 consecutive days.



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## Contents Cover

This section covers damage to property specified in the Policy Schedule caused by one of the Specified Perils detailed below in Insured Event (1) or damage by optional Insured Events (2) or (3):

### (1) Specified Perils:

- Fire
- Lightning
- Explosion
- Subterranean Fire
- Earthquake
- Aircraft
- Riot, Civil Commotion
- Malicious Damage
- Storm
- Flood
- Escape of Water
- Leakage of beer and beverages
- Impact by own and third party vehicles or animals
- Falling trees
- Breakage or collapse of aerials
- Theft or attempted theft.

### (2) Accidental physical damage

### (3) Subsidence

#### Notable Section extensions:

- Cover includes damage to:
  - Stock.
  - Office equipment.
  - Decorations, fixtures, fittings and improvements.
  - Landlord's fixtures and improvements for which the Insured is responsible.
  - Goods in trust for which the Insured is responsible.
  - Household goods belonging to the Insured or resident manage.
  - Personal effects and pedal cycles (£750 per person).
- Reinstatement of business books and other documents (£10,000 or 15% limit whichever is the less).
- Reinstatement of computer system records (£10,000 or 15% limit whichever is the less).
- Removal of debris (£25,000 limit).
- Cost in replacing locks and keys following theft of keys (£1,000 any one claim).
- Professional fees (£25,000 limit).
- Additional costs in complying with Public Authorities requirement.
- Automatic sum insured reinstatement (for an additional premium).
- Automatic 25% increase in the stock sum insured during the months of November and December, for 30 days prior to and during Easter.
- Temporary removal of trade contents (other than stock and household contents) from the insured premises for cleaning, renovation, repair (limited to 10% of contents sum insured).
- Accidental breakage of sanitary fixtures and fittings.
- Accidental damage to fixed glass:
  - including boarding up costs; lettering, ornamentation, and alarm foils; and contents of display windows, showcases and counters (£1,000 limit in total).
  - including signs, blinds and canopies (£1,000 any one sign, blind or canopy).
- Accidental damage to underground services including pipes, services and cables (£25,000 limit).
- Damage to stock in transit anywhere in the United Kingdom (£5,000 limit unless otherwise stated in the Policy Schedule).
- Loss of metered water (£2,500 limit).
- 2 years rent payable (25% of the contents sum insured).
- Damage to landscaped gardens caused by the emergency services (£1,000 limit).
- Damage to National Lottery equipment.



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## Contents Cover (continued)

### Notable Section exclusions:

- The Excess as stated in the Policy Schedule.
- Accidental pollution.
- Damage by frost.
- Wear, tear and gradual deterioration.
- Wet or dry rot.
- Damage by vermin or insect infestation.
- Mechanical or electrical breakdown of machinery or equipment, and erasure of electronic recordings.
- Acts of fraud by the Insured, director, partner or employee.
- Theft not involving forcible and violent means (unless Insured Event (5) is operational).
- Theft from outbuildings.
- Damage to motor vehicles and their contents.
- Damage to medals, money, stamps, coins, furs, gold and silver items, precious metals and stones, livestock unless specified in the Policy Schedule.
- Paintings, prints and works of art (£500 limit any one item).
- Damage to stock in any basement or cellar caused by water unless such stock is raided 15cm above the floor.
- Damage caused by riot, civil commotion, malicious damage, storm, flood, bursting or overflowing tanks or pipes, or theft if the premises are empty or not in active use.
- Subsidence caused by new structures bedding down or newly made-up ground settling.
- Terrorism

### Notable Section conditions of cover:

- Condition of Average (underinsurance).
- Frying Apparatus Warranty.
- Intruder alarm installation condition.
- Protective measures condition.
- Vehicle security conditions.
- Insurers must be notified in writing immediately any building becomes unoccupied of a period of 28 consecutive days

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## Business Interruption

This section covers financial compensation up to 3 times the total sum insured under the Contents section (unless otherwise specified in the Policy Schedule), following interruption to the business insured following an insured loss under the Contents or Buildings section.

### Notable Section extensions:

- Automatic Increased Cost of Working.
- Automatic sum insured reinstatement (for an additional premium).
- Prevention of access.
- Failure of public utilities due to damage to the premises of any public or private supply undertaking (water, gas or electricity) where the interruption exceeds 60 minutes.
- Supplier's extension (10% limit).
- Closure of the premises insured by a Public Authority due to infectious disease, murder or suicide, food poisoning, or defective sanitation.
- Professional accountants fees (10% limit).
- Alternative domestic accommodation costs.

### Notable Section Conditions

- Condition of Average (underinsurance).

## Employers' Liability

This section provides protection for legal liability for damages and legal costs of up to £10 million (restricted to £5million in respect of Terrorism).

### Notable Section extensions:

- Cover includes death, illness, disease, injury, mental injury, mental anguish or shock but not defamation.
- Covers employees temporarily engaged in non-manual work overseas.
- Unsatisfied court judgements.
- Legal costs incurred in the defence of criminal proceedings under the Health & Safety at Work Act 1974.
- Indemnity to other persons including directors, employees and principals.
- Cross Liabilities.

### Notable Section exclusions:

None

### Notable Section conditions of cover:

- All claims settled under United Kingdom jurisdiction.

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## Public and Products Liability

This section provides protection for legal liability world-wide for damages and legal costs of up to £2,000,000. (An increased limit of £5million is available on request)

### Notable Section extensions:

- Cover includes death, illness, disease, injury, mental injury, mental anguish or shock but not defamation.
- Loss of or damage to third party property.
- Covers employees temporarily engaged in non-manual work anywhere in the world.
- Contingent motor liability.
- Cover includes liability incurred in connection with:
  - Defective Premises Act 1972.
  - Health & Safety at Work Act 1974.
- leased or rented premises.
- Indemnity to other persons including directors, employees and principals.
- Cross liabilities.
- Accidental pollution.

### Notable Section exclusions:

- Contractual liability which would have attached in the absence of such contract.
- Damage to property held in trust other than employees personal effects.
- A £250 Excess in respect of damage to property.
- Possession or use of any aircraft, spacecraft, hovercraft or watercraft.
- Products supplied which to the knowledge of the Insured is for use in or on any aircraft, missile or for aviation or aero spatial purposes or for the safety or navigation or marine craft of any sort.
- Products supplied which to the knowledge of the Insured is for use in or supplied to the USA or Canada.
- Advice, design or specification provided for a fee.
- Liability caused by treatment given by the Insured.
- Excluding cover in respect of work undertaken offshore
- Terrorism.

### Notable Section conditions of cover:

- All claims settled under United Kingdom jurisdiction.

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## Money

This section covers loss of or damage to money pertaining to the business insured anywhere in the United Kingdom up to the limits specified in the Policy Schedule. The standard limits are:

- Money in a locked safe - £750.
- Non-negotiable money - £250,000.
- Money in the private dwelling of a director or employee - £500.
- Money in transit - £2,000.
- Money in the insured premises during business hours - £2,500.
- Personal Accident capital benefits - £10,000.
- Personal Accidental weekly benefits - £100.

### Notable Section extensions:

- Dishonesty or fraud by any partner, director or employee discovered within 7 days of such act (£2,500 limit).
- Loss from gaming or amusement machines (limited to £300 any one loss).
- Cover includes loss of or damage to:
  - Cases, bags, belts or waistcoats whilst being used to transit money.
  - Clothing and personal effects up to £750 per person whilst being used to transit money.
  - Safes, strong rooms or cash registers.
- Loss of Money deposited in bank night safes
- The cost of replacing locks following theft of keys (limited to £1,000 any one claim).
- Malicious attack benefits for any person injured during a theft or attempted theft of money including:
  - Death.
  - Loss of sight.
  - Loss of an entire hand, arm, foot or leg.
  - Permanent total disablement.
  - Temporary total disablement.

### Notable Section exclusions:

- Loss resulting from depreciation, dishonoured cheques or accounting or clerical errors.
- Loss in transit by unregistered post.
- Loss from unattended vehicles.
- Personal Assault:
  - Excluding any person whose age is less than 16 or more than 65.
  - Excluding Temporary Total Disablement payments exceeding 104 weeks.

### Notable Section conditions of cover:

- Reasonable precautions to prevent the loss of money including:
  - Maintaining a record of all money in transit or at the premises insured.
  - Carefully selecting responsible employees.
  - Controlling the custody of keys.
- Secure and lock all safes and other money containers whenever such containers are left unattended.



# Leisure Policy

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## Frozen Food

This section covers accidental loss of or damage to property pertaining to the business insured by deterioration or putrefaction up to £1,000 (higher limits are available on request).

### Notable Section extensions:

- Damage caused by escape or leaking of refrigerant or refrigerant fumes.
- Accidental failure of the public or private supply of electricity.
- Automatic reinstatement of cover.

### Notable Section exclusions:

- The Excess as stated in the Policy Schedule.
- Failure or any cold chamber or deep freeze over 10 years old.
- Incorrect setting of thermostats or controls.
- Excludes cold chambers or deep freezers powered by a motor in excess of 2 horse power.

### Notable Section conditions of cover:

- Condition of average.
- Cold chamber or deep freezers over 5 years must be subject to an annual maintenance contract with a competent engineer.

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## Loss of Licence (optional)

This section provides indemnity for depreciation in the value of the premises insured following the forfeiture of a licence granted under the Licensing Act 1964 for the sale of intoxicating liquor up to the limit specified in the Policy Schedule.

### Notable Section extensions:

- The costs and expenses incurred in connection with an appeal.

### Notable Section extensions:

- Loss due to the misconduct, neglect or omission of the Insured.
- By alteration of the law.

## Book Debts (optional)

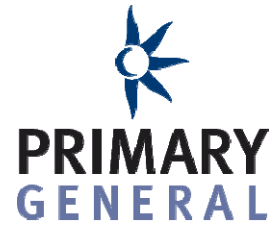
This section provides indemnity in respect of outstanding debit balances resulting from damage (as insured under the Contents section).

### Notable Section extensions:

- Temporary removal of books or accounts or other business records from the insured premises anywhere in the United Kingdom.
- Automatic reinstatement of the sum insured subject to the payment of an appropriate additional premium.

### Noticeable Section conditions:

- Average (underinsurance).
- Maintenance of records



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## Your right to cancel

a) Cooling Off period - If this Insurance does not meet your requirements, please advise your Broker, Intermediary or Agent who arranged the Policy in writing within the first 14 days of the Period of Insurance and return any documents issued in relation to this Policy. The Policy will be null and void and any premium paid will be returned in full.

b) Otherwise - Please advise the Broker, Intermediary or Agent who arranged your Policy in writing. Any return premium will be at the discretion of Primary General Insurance Limited.

## Notification of New Claims

To notify a new claim please follow the steps below:

1. Check the Policy and Schedule to ensure that you are covered.
  2. Check the Claims conditions under the respective Section(s) of the Policy.
  3. Call our dedicated claims line (0870 942 4606) to notify your claim.
- If you are dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to Our Complaints Procedure.

## Details about the Regulator

Primary General Insurance Limited is authorised and regulated by the Financial Services Authority (FSA). The FSA register number is 308347. You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

AXA Insurance UK PLC, trading as AXA Insurance is authorised and regulated by the Financial Services Authority (FSA). You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

Aviva Insurance Limited trading as "Norwich Union" is authorised and regulated by the Financial Services Authority (FSA). You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

## Compensation Arrangements

Primary General Insurance Limited, Aviva Insurance Limited trading as "Norwich Union" and AXA Insurance UK PLC, trading as AXA Insurance are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if any company cannot meet its insurance obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS at: <http://www.fscs.org.uk/>

## Complaints Procedure

It is always our intention to provide a first class standard of service. However, if you have any cause for complaint, you should, in the first instance, contact either the Intermediary who arranged the Policy for you, or the Customer Service Manager of the branch of Primary General Insurance Limited which issued your Policy. Please be ready to quote the details of your Policy, the name of the Insured and Policy number. Should the matter not be resolved to your satisfaction, please write to:

The Managing Director  
Primary General Insurance Limited  
7th Floor  
Embassy House  
60 Church Street  
Birmingham  
B3 2DJ

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Further information is available at: <http://www.financial-ombudsman.org.uk/>