

RETAIL POLICY SUMMARY OF COVER

The following will be included in Your Policy according to the cover You have selected which is detailed in Your Policy Schedule. This

Summary is not exhaustive.

Some specific causes of Damage will be excluded, specific Property may be excluded and some cover will be subject to specific limits. These will be detailed in Your Policy Schedule and Policy Wording.

Your Excess in the event of a claim will be shown in Your Policy Schedule

Policy Summary

The information below provides a summary of the cover provided. For full terms and condition of the cover provided, please refer to Your

Policy documents. Full details of what cover You have chosen, including the Sums Insured and Limits of Liability will be shown in Your

Quotation or Policy Schedule.

Some specific causes of Damage will be excluded, specific Property may be excluded and some cover will be subject to specific limits. These will be detailed in Your Policy Schedule and Policy Wording.

Your Excess in the event of a claim will be shown in Your Policy Schedule

Cover is based on the insurable value of the Property and if the values that You declare are less than the full amount Your claim may be reduced.

This Summary is not exhaustive. For full Policy details and our full terms and conditions please read Your Policy Wording, which will be provided on completion of Your contract or at any time upon request.

Other Important Information

The Other İmportant Information section of this Policy Summary explains the following:

- Law and Language applicable to the Policy
- Financial or Trade Sanctions
- Our Complaints Procedure
- Financial Services Compensation Scheme

Making a Claim

We understand that claims form a critical component of Our offering the moment the Policy becomes tangible and We are relied upon to deliver upon Our commitment to You.

To report a claim, please contact:

Claims Telephone Number 03330 107 190

Claims Email Address <u>uk.newclaims@penunderwriting.com</u>

Your Right to Cancel

You have the right to cancel the insurance Policy within 14 days of receiving the Policy Documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that You will have received the Policy Document on the business day following the date it was posted to You by first class post or, if sent by e-mail, the day the e-mail was sent provided it was sent before 4pm (if sent after 4pm, it will be deemed that You will have received the Policy Document on the business day following the date it was sent).

If You do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in The Schedule and no liability whatsoever shall attach to the Insurers in respect of the Policy.

How to make a complaint

It is always the intention to provide a first class standard of service. However it is appreciated that occasionally things go wrong. In some cases Your insurance provider who arranged the insurance will be able to resolve any concerns and You should contact them directly.

Alternatively if You need to complain please contact the Choice Insurance Agency Limited Complaints Officer quoting Your policy or claim

number. Choice Insurance Agency Limited Complaints Officer

Telephone: 01702 411200

Address: Suite 3, 4a Southchurch Road,

Southend-on-Sea, Essex, SS1 2NE

Email: Complaints@ChoiceInsuranceAgency.Com

Should You remain dissatisfied having received a Final Response to Your complaint and You fit the definition of an 'eligible complainant', You may then be able to refer Your complaint to the Financial Ombudsman Service (FOS). Please note that the FOS allow 6 months from the date of the Final Response to escalate Your complaint to them. Further details on eligibility and the referral process can be found on the FOS Website.

Address:

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 0234567 (for landline users) Telephone: 0300 1239123 (for mobile users)

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

Website: <u>www.financial-ombudsman.org.uk</u>

Optional Cover Buildings Section

	Extensions which are included		
Cover	as standard – (inner limits may	Conditions	Exclusions
Standard Covers: Loss or Damage caused by: Fire, Lightning, Explosion, Aircraft Riot, Civil Commotion, Strikers Locked –Out Workers Malicious Persons Earthquake Subterranean Fire Storm, Flood, Escape of Water, Impact Accidental Escape of Water – Sprinkler Leakage Any Other Accidental Damage Subsidence, Ground Heave, Landslip Theft or Attempted Theft involving forcible or violent means Escape of Fuel Oil Leakage or Beverages Breakage or Collapse of television or radio aerials	• Wires, services, pipes and other equipment on the premises • Ground Rent – for up to 2yrs whilst Premises are temporarily inhabitable, up to 10% of the Buildings Sum Insured • Capital Additions – for up to 10% of the Sum Insured or £50,000 whichever is the less • Debris Removal • European Union & Public Authorities • Loss, Minimisation and Prevention Expenditure up to £25,000 in respect of any one claim • Professional Fees • Damage by Emergency Services – for up to £10,000 in any one Period of Insurance • Trace & Access for up to £15,000 in respect of any one Event of Damage	 Basis of Claims Settlement – Reinstatement Automatic Reinstatement of Sum Insured following a loss Flat Roof Condition Portable Heater Condition Minimum Security Requirements Condition Electrical Circuit Maintenance Condition Fire Alarms Fire Break Doors and Shutters Fire Extinguishment Appliances The Excess as stated in Your Schedule 	Various exclusions apply in respect of Unoccupied Premises Damage caused by storm or flood resulting from frost, ground heave or landslip or attributable solely to changes in the water table Damage caused by riot, civil commotion, strikers, locked out workers in Northern Ireland Damage to gates, and moveable property in the open, open fronted or sided buildings or property contained within, caused by storm or flood Accidental Damage to glass and sanitary ware Damage to any item though short circuiting, overrunning or excessive pressure unless more specifically insured under any policy extension Damage solely attributable to change in the water table level

Conditions and Warranties Accidental Damage resulting from: Conditions that are bespoke • Wear and tear, the action of light to Your Business will be or atmosphere, moths, vermin or clearly shown in Your insects Schedule Any process of cleaning, dyeing, restoring, adjusting or repairing Corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising or deterioration • Subsidence, ground heave of any part of the site on which the property stands, or landslip Normal settlement or bedding down of new structures • Faulty or defective workmanship Collapse or cracking of Buildings • Maintenance, redecoration or repair costs Theft or Attempted Theft in respect • Property in the open • In respect of jewellery, precious stones, precious metals, bullion, furs except where specifically stated in Your Schedule Where subsidence is operative then the following exclusions will apply: • Damage caused to yards, car parks, roads, pavements, walls, gates and fences unless the Buildings Insured under the section are also affected • Damage occurring prior to inception of this policy • Damage occurring as a result of the construction, demolition, alteration or structural repair of any property at the premises • Damage caused by groundworks or excavation at the premises

 Damage caused by the settling, shrinkage or expansion of foundations, walls, floors, ceilings or roof settlement or bedding down of new structures
 Damage arising from the

settlement or movement of madeup ground or by coastal or river

erosion

Trade Contents Section

Cover	Extensions which are included	Conditions	Exclusions
	as standard – (inner limits may		
	be applicable)		
Standard Covers: Loss or Damage caused by: Fire, Lightning, Explosion, Aircraft Riot, Civil Commotion, Strikers Locked –Out Workers Malicious Persons Earthquake Subterranean Fire Storm, Flood, Escape of Water, Impact Accidental Escape of Water Sprinkler Leakage Any Other Accidental Damage Subsidence, Ground Heave, Landslip Theft or Attempted Theft involving forcible or violent means Escape of Fuel Oil Leakage of Beverages Breakage or Collapse of television or radio aerial's Robbery Conditions and Warranties Conditions that are bespoke to Your Business will be clearly shown in Your Schedule	 Theft damage to buildings Temporary removal of Business Contents from the premises for cleaning, repair or similar purpose up to 20% of the sum insured shown on the Schedule Replacement Locks following loss of keys by theft or robbery – up to £1000 any one claim (excess £25 each and every claim) Seasonal Stock Increase Removal of Debris Loss of Oil and Metered Water up to £5000 any one Period of Insurance Lottery Equipment Exhibitions – up to £10,000 during any one Period of Insurance Property In the Open up to £1000 any one claim 	 Basis of claims settlement will vary for Trade Contents and Stock items Automatic reinstatement of Sum Insured following a loss Flat Roof Condition The Excess amount stated in the Schedule. 	 Various exclusions apply to Unoccupied premises Damage caused by storm or flood resulting from frost, ground heave or landslip or attributable solely to changes in the water table Theft other than theft involving forcible and violent entry to or exit from the structures at the premises Theft of Property in the open, jewellery and other valuables unless otherwise agreed by Us Theft Damage to any portion of the Buildings which are Unoccupied Damage to: Bills of exchange, promissory notes, money, deeds, bonds etc Business books, plans, specifications or designs. Jewellery, furs, precious metals, precious stones Damage to Cigarettes, Cigars and Tobacco and Wines and Spirits, DVD's, CD's and Computer Games and All Other Stock resulting from storm, flood, escape of water, leakage of beverages, escape of fuel oil unless stored at least 6 inches from floor level Property more specifically insured Damage by self-ignition, short circuiting, overrunning or excess pressure unless more specifically insured under the Policy Extensions Damage to Glass and Sanitary Ware other than arising out of Fire, Lightning or Explosion Damage to any electrical sign or its installation Motor vehicles other than customers or guests or employees Accidental Damage resulting from: Wear and tear, the action of light or atmosphere, moths, vermin or insects Any process of cleaning, dyeing, restoring, adjusting or repairing Corrosion, dampness, dryness, wet or dry rot, marring, scratching, bruising or deterioration Subsidence or ground have of any part of the site on which the Property stands, or landslip

	Accidental Damage caused by: Inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table levels, its own faulty design or defective design or materials Faulty or defective workmanship, operation, error or omission Mechanical, electrical or electronic breakdown Normal maintenance or repair Erasure of distortion of information on computer systems or other records Confiscation or detention by customs or other officials or authorities Dishonesty or fraudulent actions by Employees or any person lawfully on the premises. Shortage due to error or omission Damage to property in transit Where subsidence is operative then the following exclusions will apply: Damage: Arising from the settlement or movement of made up ground,
	 coastal or river erosion Occurring as a result of the construction, demolition, alteration or structural repair of any property at the premises Occurring prior to the inception
	 date of inception of insurance under this Section Caused by groundworks or excavations at the same premises Caused by subsidence, ground heave of any part of the site on which the Buildings insured stand including, yards, car parks, roads, pavements, walls, gates and fences
	unless also affecting an insured Building

Glass and Fixed Signs Section

Cover	Extensions which are included as standard – (inner limits may be applicable)	Conditions	Exclusions
Standard Covers - Glass: Breakage of fixed glass and sanitary ware	Damage to frames or framework following breakage	In respect of the Excess stated in the Schedule	Damage: • Arising from fire, lightning or explosion
 Reasonable boarding up costs 	The necessary cost of removal or replacement of fixtures and fitting The cost of costonic actions.		 Occurring during removal or installation or arising out of repair or alterations being carried out at the Premises
	The cost of replacing alarm foil lettering, painting, embossing, silvering or other ornamental work on glass		Arsing in connection with Theft of Attempted Theft unless covered under the Contents Section of the Policy
	The reasonable cost of boarding up the aperture pending replacement of any Glass		 Any item flawed or broken at the commencement of this Policy In any portion of the Buildings which are Unoccupied
Standard Covers: Fixed Signs			Damage arising from: • Wear and tear, action of light or
 Damage to any sign fixed on the exterior or outside and in 			atmosphere, moths, vermin or insects
the immediate vicinity of the Premises			Cleaning, dyeing, restoring, adjusting or repairing
			Corrosion, dampness, dryness, we or dry rot, marring, scratching, bruising or deterioration
			Erection, fitting, installation or removal
			Breakdown, adjustment, maintenance or repair

Loss of Income Section

Cover	Extensions which are included as standard – (inner limits may be applicable)	Conditions	Exclusions
Standard Covers: Loss of Gross Income as shown as the sum insured on the Schedule Indemnity Period as shown on the Schedule Loss of Book Debts as shown on the Schedule	 Denial of Access Accidental failure of Public Utilities - gas, electricity, water for at least 60 mins or telecommunications for 24hrs Suppliers or booking agents – up to 25% of any brewer supplying you or up to 10% for all other suppliers Infectious disease, murder, suicide occurring at the premises – up to £25,000 during each period of insurance. Pollution of beach or coastal on inland waterways at the Premises or within a 25 mile radius – up to £25,000 for each occurrence Public Emergency National Lottery Alternative Accommodation Bomb Scares – up to £50,000 in total for all claims or series of claims from one original cause. 	Condition of Average Current cost of accounting adjustment shall be disregarded Payments are exclusive of VAT Outstanding debit balances storage and recording	 As shown under Buildings, Contents and Glass Section Erasure, loss, distortion or corruption on computer systems Book Debts: Mislaying or misfiling of records Deliberate falsification of records Dishonest or fraudulent acts by your employees

Employers Liability Section

Cover	Extensions which are	Conditions	Exclusions
	included as standard – (inner limits may be applicable)		
Standard Covers: Employers Liability – indemnity limit of £10,000,000 (inclusive of legal costs) unless otherwise shown on the Schedule Territorial Limits are the United Kingdom, Northern Ireland, the Channel Islands and the Isle of Man	 Injury to Working Partners Unsatisfied court judgements Cost of Court Attendance connected to a claim – up to £500 for any director or £250 for any employee Health & Safety at Work Act 1974 Indemnity to Other Persons Defence Costs and Expenses Additional Activities Cross liabilities Indemnity to Principals Corporate Manslaughter Defence Costs 	Law applicable – UK, Channel Islands and Isle of Man	 Injury to any Employee as a result of being in or on any of your vehicles whilst on the road where compulsory insurance is required under Road Traffic Act 1988 Injury arising from visits or work on any offshore platform or rig

Public and Products Liability Section

Cover	Extensions which are included as standard – (inner limits may be applicable)	Conditions	Exclusions
Standard Covers: Legal liability for damages in respect of accidental: Bodily injury to any person Damage to third party property Obstruction, trespass, nuisance or interference with any right of way, air, light or water	Data Protection Act Defective Premises Act 1972 Leased or Rented Premises Motor Contingent Liability Personal Liability Consumer Protection and Food Safety Acts Wrongful Arrest Additional Activities Cost of Court Attendance connected to a claim – up to	The Excess as shown in the Schedule	Bodily Injury to any Employee Bodily Injury or Damage arising from: any mechanically propelled vehicle or any vessel or craft (other than hand propelled boats) made to float on or in or travel through water, air or space design, formula, advice or specification breach of professional duty or
water Wrongful arrest, detention, false imprisonment or malicious person Occurring during the Period of Insurance within the Territorial Limits and in connection with Your Business Public Liability limit of indemnity is as shown on Your Schedule Products Liability limit of indemnity is as shown on Your Schedule Territorial Limits – Great Britain, Northern Ireland, the Isle of Man or the Channel Islands	connected to a claim – up to £500 for any director or £250 for any employee Cross Liabilities Health & Safety at Work Act Indemnity to Principals Indemnity to Other Persons Unsatisfied Court Judgements Defence Costs and Expenses Manslaughter and Corporate Manslaughter Costs		 breach of professional duty or malpractice of any nature sale supply or administration of drugs, medicines, chemical or medical supplies treatment used, practiced or performed other than performance of first aid surgical operation or medical procedure Damage to any part of any property worked upon Pollution or contamination unless sudden and identifiable, unintended and unexpected Pollution or contamination occurring in the USA and or Canada or their dependencies or trust territories Damage to any article supplied or installed by you if such Damage is attributable to any defect therein or the harmful nature or unsuitability thereof Damage to or costs and expenses involved in repair, replacement, removal, dismantling or recalling any product supplied which is the subject of any claim under this section, or any refund paid on such product supplied Liquidated damages, fines or penalties Punitive, exemplary or aggravated damages Damage caused by or arising from any Product Supplied which to Your knowledge is for use or supply to United States of America or Canada

Specified All Risk Section

Territorial Limits and Sum Insured for each item as shown in the schedule Reinstatement The Excess as shown in Your Schedule Schedule Reinstatement Faulty or defective workmanship Bursting by steam pressure or non-domestic boilers Corrosion, rust, wet or dry rot, vermin	Cover	Extensions which are included as standard – (inner limits may be applicable)	Conditions	Exclusions
unattended vehicle unless sect or from unattended/closed premises unless sectured Mechanical or electrical breakdown or derangement Cracking or collapse of boiler of other pressure vessels Subsidence, groundheave or landslip Fraud or dishonesty Disappearances or unexplained shortages Electrical or magnetic disturbance of electronic records (other than by lightning) Damage to moveable property in the open Fire damage to property undergoing any heat process Damage to property (other than by Fire or Explosion) resulting any production or repairproce Delay or seizure of goods by tig government or any public auth Loss of market, loss of use, devaluation or any other indire loss of any kind Damage to property whilst indirections or repairprocey of any kind Damage to property whilst indirections or repairprocey or property whilst indirections or repairprocey of any kind Damage to property whilst indirections or repairprocey or property whilst indirections or any other indirections or a	Territorial Limits and Sum Insured for each item as shown		Reinstatement • The Excess as shown in Your	 Faulty or defective workmanship Bursting by steampressure or non-domestic boilers Corrosion, rust, wet or dry rot, vermin Theft or attempted theft from an unattended vehicle unless secured or from unattended/closed premises unless secured Mechanical or electrical breakdown or derangement Cracking or collapse of boiler or other pressure vessels Subsidence, groundheave or landslip Fraud or dishonesty Disappearances or unexplained shortages Electrical or magnetic disturbance of electronic records (other than by lightning) Damage to moveable property in the open Fire damage to property undergoing any heat process Damage to property (other than by Fire or Explosion) resulting from any production or repair process Delay or seizure of goods by the government or any public authority Loss of market, loss of use, devaluation or any other indirect loss of any kind Damage to property whilst in transit by air unless carried as hand

Money Section

Cover	Extensions which are included as standard – (inner limits may be applicable)	Conditions	Exclusions
Standard Covers: Loss of Money – up to the limit shown on Your Schedule In Transit In a bank night safe In Your home or that of Your partners, directors or Employees In Your Premises	 Unauthorised Use of Credit Cards – up to £1,000 during any one Period of Insurance Damage to Safes and Carrying Cases – up to Replacement Keys following theft by force of violence – up to £5,000 any one Event and £10,000 in any one Period of Insurance Personal Effects – up to £250 any one Event Personal Money – up to £250 any one Period of Insurance Theft of Money by Employees – up to £5,000 any one claim Vending Machines following theft forcible and violent means – up to £250 any one Event 	 Accompaniment requirement for money in transit Safe keys and combinations are to be removed from the Premises outside of Business Hours All cash till drawers to be left open or removed outside of Business Hours Money in Automated Teller Machines 	Depreciation in value, dishonoured cheques or the use of counterfeit Money Shortage due to error or omission Losses from unattended vehicles Losses in NorthernIreland resulting from riot or civil commotion Losses arising from fraud or dishonesty, unless discovered within 14 days of the Event Losses of Money in Transit by unregistered post Losses from gaming and amusement machines

Goods in Transit Section

Cover	Extensions which are included as standard – (inner limits may be applicable)	Conditions	Exclusions
Standard Covers: Trade Contents whilst in transit by vehicles owned, hired or leased by You, within the Territorial Limits, up to the limit shown on Your Schedule		Automatic Reinstatement of Sum insured following a loss The Excess as shown in your Schedule	 Theft from anyunattended vehicles unless: The vehicle is securely locked at all point of access The vehicle is kept within a securely locked building between the hours of 9pm and 6am Deterioration of goods due to faulty stowage or incorrect setting or operation of the equipment Damage due to natural deterioration Indirect losses due to market or Damage due to delay Damage to bill of exchange, money, promissory notes, securities, stamps, precious metals or jewellery Damage of or injury to living creatures Spillage, leakage, contamination, deterioration or breakdown unless traceable to fire or road accident

Frozen Food Section

Cover	Extensions which are included as standard – (inner limits may be applicable)	Conditions	Exclusions
Standard Covers: Damage to frozen food – up to the limit shown on Your Schedule, occurring at the Premises and arising from: • A rise or fall in temperature owing to a failure of the freezer cabinet • Accidental escape or leakage of refrigerant or refrigerant fumes • Accidental failure of the public or private supply of electricity		Automatic Reinstatement of Sum insured following a loss The Excess as shown in your Schedule	 Damage cause by: Wilful act or negligence of You, any partner, Director or Employee or their families Deliberate act of any electricity supply or the exercise of any such authority to withhold or restrict such supply Any operative Specified Peril under the Buildings or Contents Section Moth, vermin or insects Wear, tear, deterioration or gradually developing flaws or defects in the plant Faulty packaging of the product The incorrect setting of thermostats or automatic controls The failure of any freezer cabinets which: a. over the age of 15 years b. over 5 years old and not the subject of an annual maintenance contract c. powered by a motor in excess of 2 horse power Damage to property which has passed the date set by manufacturers for consumption

Loss of Licence Section

Cover	Extensions which are included as standard – (inner limits may be applicable)	Conditions	Exclusions
Loss of an excisable liquor licence from causes beyond Your control giving rise to: Reduction in gross income Reasonable additional expenses incurred in maintaining Your gross income Reduction in the value of the Premises Other costs and expenses incurred by You with Our written consent Auditors or accountants or other professional fees incurred whilst dealing with a claim Up to the limit as shown in Your Schedule		Alternative Trading Forfeiture or refused licence renewal Transfer of Licence	 Any loss where you are entitled to compensation under legislation Forfeiture or failure to renew licence due to your misconduct, neglect or failure to keep the licence in force If alteration permission is not granted Closure not required by law Premises not maintained in a fit state of sanitary condition Failure to comply with licencing authority requirements Non-renewal of the licence where you had been told that the licence would not be renewed due to town or country planning decisions Alteration of law affecting the issue of licences

Computer Section

Cover	Extensions which are included as standard – (inner	Conditions	Exclusions
	limits may be applicable)		
Standard Covers: Damage to Computer Equipment by its own overrunning, excessive pressure, short circuiting, mechanical breakdown, failure, derangement or self-heating directly caused by: • Accidental failure of electricity or telecommunication services • Denial of access as a result of Damage in the vicinity of your premises Accidental and Malicious Erasure Cost of repurchasing or reinstating software programmes or data information following accidental or malicious erasure, distortion or corruption arising from Damage by a Specified Peril occurring during the Period of Insurance Up to the limit shown in Your Schedule for Computer Equipment	 Costs incurred in reinstating data- up to £50,000 anyone Accident Costs incurred in minimising or preventing interruption to computer operations – up to £50,000 any one Accident Loss of gross income resulting from an Accident to Computer Equipment – up to £100,000 in any Period of Insurance Expediting Expenses - up to £20,000 any one Incident 	Back Up Records The Excess as shown in Your Schedule	 Damage to Computer Equipment which is recoverable under any maintenance agreement or any warranty or guarantee Loss or Damage resulting from maintenance and or repair of consumables Loss or Damage resulting from scratching of painted or polished surfaces Depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions Any condition that can be corrected by resetting, calibrating, realigning, tightening, adjusting or cleaning or by the performance of maintenance Any additional expenditure incurred following: Failure of public supply of electricity due to deliberate act of the supply authority or of its power to withhold or restrict supply, unless necessitated by the need to safeguard life or protect part of the supply authority's system Failure of telecommunication company's landline due to: A deliberate act to withhold or restrict access to the system Industrial action by the telecommunications company employees Use of non-approved equipment Damage to Data or Media of any kind caused by: Programming error or programming limitations Computer Virus Introduction of malicious code Loss of data unless proved by Extension Reinstatement of Data i) Loss of functionality

General Policy Conditions

- Alteration of Risk
- Misrepresentation, Misdescription or Non-Disclosure
- Conditions Precedent and Warranties
- Fraud
- Cancellation
- Claims

- Frying and Cooking Equipment Conditions
- Premium Adjustment
- Protections
- Reasonable Precautions
- Subjectivity
- Contract (Rights of Third Parties) Act 1999
- Several Liabilities
- Assignment