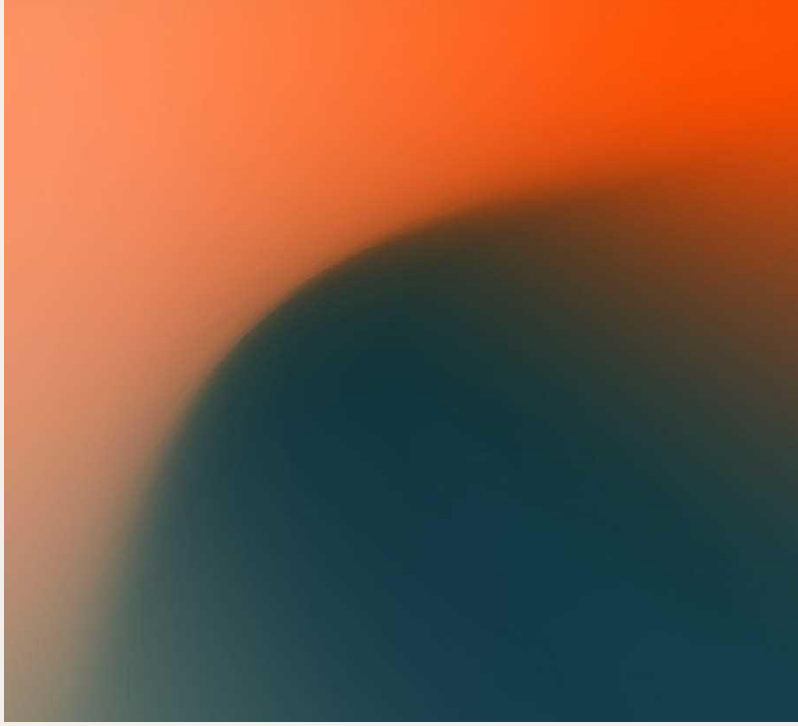
Retail Property Combined Insurance



Retail Property Combined
Summary of Cover

MARKEL

Retail Property Combined Insurance

Insurer: This policy is provided by Markel International Insurance Company Limited.

Please read the information in this Policy Summary carefully.

This document is designed to give you an overview of the Retail Property Combined Insurance policy. It briefly describes the main areas of coverage, some of the more important conditions and exclusions, as well as some of your duties under the policy. It does not contain the full terms and conditions of the policy, and you should refer to the full policy and any endorsements to ensure that the policy meets your needs and circumstances.

Any endorsements that may attach to the policy will not be mentioned under this Summary of Cover.

You may need to review and update your cover periodically to ensure that it remains adequate for your needs and the needs of your business. If your business activities change, you must tell us about them; otherwise, your policy may not respond correctly, and you may not be covered under the policy.

If you feel that any of the coverage, terms, or exclusions are not appropriate for your needs, please contact us.

Type of Insurance and Cover

The policy is designed to provide comprehensive cover for retail property businesses. The policy is appropriate if you are looking for protection for claims made against you for injury to members of the public or damage to their property arising from your business activities, along with cover for damage to your business premises, stock, and other insured property, business interruption, legal expenses, cyber and data risks, and other risks detailed in this document.

Significant Features and Benefits

We rely on the information that you supply to us, including the information that you provided in any proposal form. If you discover that any of the information is incorrect or incomplete you must let us know. A change in the information may result in a change of the terms and conditions of the policy or an increase in the premium charged, but a failure to tell us may result in you losing all the benefit of the policy and still having to pay the premium.

This policy may provide cover for:

- Property Damage
  - Buildings / Tenant's Improvements
  - Shop Front
  - Contents
  - Stock
- Portable Equipment
- Business Interruption
- Money & Personal Assault
- Public & Products Liability
- Employers Liability
- Legal Expenses
- Cyber and Data Risks
- Occupational Personal Accident

In most circumstances your policy runs for a period of 12 months, the start and expiry dates of your policy will be found on your policy schedule. Please refer to the document for the dates that apply to your policy.

Property Damage

Whenever a change is made to your policy we issue our documentation again so please make sure you are looking at the most up to date documents from us.

You decided to purchase this section of cover. Your own policy document will detail the limits, excess, terms, conditions and exclusions which apply specifically to you as these may differ from this summary. **You should refer to your own policy document for full details of the cover you have purchased.**

Property damage pays the costs of repairing or replacing your buildings and their contents following all risks of accidental loss, destruction or damage (including fire, flood, explosion, storm, theft, escape of water, impact and more). Cover is provided for all claims occurring during the period of insurance. Some items below may have a sum insured of £0 where they are not operative on the schedule.

A policy excess of £250 applies to each claim, but this increases to £1,000 in respect of claims that involve subsidence.

Applicable to this section as a whole

Cover Includes:-

- Professional fees incurred to repair, restore or replace the property
- Damage to the grounds of the premises caused by the emergency services (up to £5,000)
- The costs of removing debris following damage (up to 10% of the damaged portion)
- Protection whilst the property is temporarily removed for cleaning, renovation or repair (up to 20% of sum insured)
- Protection for your computer systems records that are temporarily removed from your premises (up to £20,000)
- Loss of documents (up to £25,000)
- Additional metered water charges following an accidental escape of water (up to £25,000)
- Capital additions cover for newly acquired property (up to 20% of sum insured or £500,000)
- Replacement of locks following theft of keys (up to £20,000)
- Glass and shop front cover
- Fire fighting and fire extinguishing expenses (up to £20,000)
- Computer breakdown cover (up to £20,000)
- Stock seasonal increase (30% uplift in November, December and around public holidays)
- Incidental theft damage to buildings (up to

Significant or unusual exclusions:-

- Subsidence to yards, car parks, roads, pavements, walls, gates or fences unless the buildings are damaged at the same time
- Any flat roof that is not properly maintained or is greater than 10 years old
- Weather damage to fences, gates and moveable property in the open
- Wear and tear, depreciation, gradual deterioration, moths, vermin or insects
- Defective design, faulty workmanship or operational error
- Theft from outbuildings, open spaces, by you or your employees, or from unattended vehicles (with limited exceptions)
- Corrosion, rust, oxidation, erosion, leakage or evaporation
- Electrical or mechanical breakdown (except computer breakdown extension)
- Pollution or contamination (except sudden and accidental)
- Glass and sanitary ware (except where the glass and shop fronts extension applies)
- Jewellery, precious metals, money, securities, china, fragile objects
- Vehicles and their accessories
- Consequential loss including loss of market, use, income, profits
- Unexplained loss, disappearance or inventory shortage

£25,000)

- Trace and access from tanks and pipes (up to £10,000)
- Emergency services charges (up to £5,000)
- Homeworking cover for equipment at your private residence (up to £5,000)
- Public authorities — additional costs to comply with legislation following covered damage
- Property stored in a basement less than 15cm above floor level

Specific requirements:-

- We must be informed when any building or any part of a building is to become unoccupied (not visited for 30 or more consecutive days)
- You must ensure fire and electrical safety requirements are met, including annual gas appliance inspections by a Gas Safe registered engineer and five-yearly electrical testing
- All fire alarms, intruder alarms, sprinkler systems and fire extinguishers must be maintained in working order, regularly tested, and any defects remedied promptly
- All external doors must be secured with appropriate locks (timber doors: mortice deadlocks to BS 3621; aluminium doors: swing bolt mortice locks; double leaf doors: security bolts top and bottom)
- All ground floor and accessible windows must be fitted with key operated locks
- You must take reasonable precautions to prevent loss and maintain buildings and equipment in sound condition
- All equipment must be calibrated and maintained in accordance with the manufacturer's recommendations

Buildings / Tenant's Improvements

Buildings covers the cost of repairing or rebuilding your premises following damage. Includes landlords fixtures and fittings, walls, gates and fences, car parks, yards, private roads, small outside buildings and annexes. Tenant's improvements includes alterations and decorations made by you.

Tenant's improvements covers the cost of repairing or rebuilding tenant's improvements like fitted fixtures and partitioning, so your property can be restored quickly.

Shop Front

Shop front covers damage to your fixed glass and shop fronts at the premises including windows, doors, framework, fittings, lettering, signs, signage, ornamentation and burglar alarm foil installed on the ground floor frontage. Includes the cost of boarding-up and temporarily removing and refitting tenant fixtures and fittings.

Contents

Contents covers your general contents including stationery, office furniture and machinery, tenants' improvements, documents and manuscripts, patterns and models, computer system records, and employees', directors', customers' and visitors' personal belongings (up to £500 per person) against loss or damage. This applies to items located within your business premises.

Stock (Inc Goods in Transit)

Stock covers your stock and materials in trade including work in progress and finished goods against loss, theft or damage whilst in the buildings at the premises. This cover also includes goods in transit within the territorial limits, including loading and unloading.

Portable Equipment

Portable equipment pays the costs of repairing or replacing your portable property (including computer equipment, photographic equipment and mobile telephones) following accidental loss, physical destruction or damage. A policy excess of £250 applies to each claim. Cover is provided for all claims occurring during the period of insurance.

Cover Includes:-

- Accidental loss, destruction or damage to portable business equipment
- Computer breakdown caused by an electrical or mechanical malfunction, failure or derangement and resultant data restoration

Significant or unusual exclusions:-

- Equipment fitted to a vehicle, works of art, items of gold, silver or precious metals, and personal effects including jewellery and watches
- Wear and tear, depreciation, gradual deterioration, vermin, moths, insects, condensation
- Unexplained disappearance or inventory shortage
- Theft while portable property is left unattended (with limited vehicle exceptions)
- Mechanical or electrical breakdown (unless caused by accidental external damage)
- Voluntarily parting with possession due to fraud

Specific requirements:-

- Equipment left unattended in vehicles must be concealed in a locked boot area of a locked and secured vehicle and will only be covered if entry has been forced
- Equipment left unattended at an exhibition venue must be in a locked case, cabinet or locker and will only be covered if entry has been forced

Business Interruption

Business interruption pays for your financial loss suffered as a direct result of the entire interruption of the business following covered damage under the Property Damage Section. This includes loss of gross profit, revenue, rent receivable, book debts and increased costs of working. The indemnity period is stated on your schedule. Cover is provided for all claims occurring during the period of insurance.

Cover Includes:-

- The income shortfall you have incurred (gross profit, revenue or rent receivable as stated on the schedule)
- Increased costs of working to reduce or avoid the loss
- Denial of access - where covered damage within one mile of the premises prevents access (after 8 consecutive hours, up to 3 months)
- Failure of utilities - where damage at a utility provider causes a failure of supply (after 24 consecutive hours, up to 3 months)
- Unspecified customers and suppliers - loss from covered damage at their premises (after 24 consecutive hours, up to 3 months)
- Closure of, or restriction of access to, the premises under order of a competent authority (after 24 consecutive hours, up to 3 months)
- Non-damage denial of access - where police or emergency services prevent access within one mile of the premises (after 24 consecutive hours, up to 3 months)
- Professional accountant's charges

Significant or unusual exclusions:-

- Delay in transit
- Condemnation of buildings by any competent authority
- Suspension, lapse or cancellation of any lease, licence, contract or order (unless directly from a covered claim)
- Insolvency events
- Failure or delay in performance of any contractual obligation
- Failure to take reasonable steps to resume business operations
- Loss of licence
- Business interruption claims are subject to a volatility cap of 133% of the declared annual business interruption value

Money and Personal Assault

Money and personal assault pays for physical loss of money from premises or in transit and also provides benefits for those injured as a result of a robbery. Also includes cover for damage to safes, strongrooms, cash registers, cash carrying cases and franking machines. Cover is provided for all claims occurring during the period of insurance.

Cover Includes:-

- Money in transit, in the custody of collectors, on business premises or private residences, at contract and exhibition sites (where employees are working) or in a bank night safe
- Repairs of safe, strongroom, etc. following a theft
- Personal accident protection for those injured during a robbery, extending to include damage to personal effects and medical expenses
- Personal accident benefits payable in respect of death, loss of limbs, loss of sight, speech or hearing or permanent total disablement and temporary total disablement (up to 104 weeks)
- Business visits outside of the UK

Significant or unusual exclusions:-

- Air transit of any kind
- Counterfeit money
- Credit card use where provisions have not been complied with
- Unexplained shortages, accounting or clerical errors
- Fraud or dishonesty by partners, directors, employees or their families
- Money in gaming, amusement, change giving or vending machines
- Loss from unattended motor vehicles
- Money in transit sent by unregistered post
- Virtual currency
- Marine transit

Specific requirements:-

- A complete record of money in transit and on the premises must be retained separately away from where the money is kept
- Out of working hours, all keys and combination codes to safes, strongrooms and alarm systems must be removed from the premises
- Any transit of negotiable money of £2,500 or more must be escorted (£2,500: 1 person; up to £6,000: 2 persons; up to £12,500: 3 persons)
- Any incident likely to give rise to a claim must be reported to the police and a crime number obtained

Public & Products Liability

Whenever a change is made to your policy we issue our documentation again so please make sure you are looking at the most up to date documents from us.

You decided to purchase this section of cover. Your own policy document will detail the limits, excess, terms, conditions and exclusions which apply specifically to you as these may differ from this summary. **You should refer to your own policy document for full details of the cover you have purchased.**

This cover pays damages you are legally liable to pay arising from injury to a third party, damage to third party property, wrongful arrest, imprisonment or eviction, or trespass, nuisance or interference with any right of way, light, air or water arising from your business activities. Products liability covers damages arising from injury or damage caused by the nature or condition of any product arising out of the business. Cover is provided for all claims occurring during the period of insurance.

Claims must be brought within UK courts and a policy excess of £250 applies to each claim which involves loss or damage to someone else's property.

Cover Includes

- Court attendance expenses
- Legal defence costs in respect of criminal proceedings brought under the Health and Safety at Work Act 1974 (up to £250,000)
- Consumer Protection and Food Safety Acts defence costs
- Indemnity to principals for whom you are performing work
- Damage to hired or rented premises (but not liability assumed under a tenancy agreement)
- Liability arising under the Defective Premises Act 1972
- Liability arising under the Data Protection Act 2018
- Non-owned motor liability
- Abuse cover
- Cross liabilities — where you comprise more than one person or entity
- Product to product liability

Significant or Unusual Exclusions

- Fines, penalties, non-compensatory, aggravated or liquidated damages
- Injury to you or your employees
- Loss or damage to property belonging to you, or in your care, custody or control
- Liability arising from your professional services
- Pollution other than when arising from a sudden, identifiable and accidental incident
- Aircraft, drones, unmanned aerial vehicles, watercraft or hovercraft
- Motor vehicles for which compulsory insurance is required
- Contractual liability (Public Liability) — liability assumed under an agreement that would not exist otherwise
- Work from a height above two metres
- Treatment — health, cosmetic or other treatment given by you
- Tobacco and e-cigarettes
- Claims in the USA or Canada
- Cyber acts, cyber incidents or data breaches

Employers Liability

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Employers' liability pays your legal defence costs and compensation you are legally liable to pay to employees who have suffered an injury whilst working for you during the period of insurance. This cover is required in accordance with the Employers' Liability (Compulsory Insurance) Act 1969. Includes sub-limited cover for asbestos, communicable disease, cyber, terrorism and war (each sub-limited to £5,000,000). }}

{{ Cover not included | You **have not** purchased this section of cover. However if you wish to purchase this section of cover it is very easy to do so by calling 0800 640 6600. Employers' liability pays your legal defence costs and compensation you are legally liable to pay to employees who have suffered an injury whilst working for you during the period of insurance. This cover is required in accordance with the Employers' Liability (Compulsory Insurance) Act 1969. }}

Claims must be brought within UK courts.

Cover Includes

- Court attendance expenses
- Legal defence costs in respect of criminal proceedings brought under the Health & Safety at Work Act
- Unsatisfied court judgments
- Indemnity to a principal
- Sub-limited cover for asbestos, communicable disease, cyber, health and safety proceedings, terrorism and war (each sub-limited to £5,000,000).

Significant or Unusual Exclusions

- Claims arising outside the territorial limits.
- Claims where road traffic legislation requires compulsory insurance.
- Offshore work on rigs, installations or platforms.
- Workers' compensation liability.

Legal Expenses

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Covers you for the costs of legal or professional representation incurred in the following types of disputes brought within the United Kingdom. The overall limit of liability is £1,000,000 for the period of insurance. An excess may apply to your loss depending upon your choice of legal representation. Includes access to a 24/7 Legal Helpline. }}

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Claims must be brought within UK courts and a policy excess applies to each claim.

Cover Includes

- Cover for costs and expenses relating to: Employment Disputes; Employment Compensation Awards; Property and Landlord/Tenant Disputes; Criminal Defence; Tax Protection; Regulatory Compliance; Contract Disputes.
- Access to a Legal Helpline for business-related legal guidance.
- **Overall limit:** £1,000,000 for the period of insurance. Individual claim limits typically £100,000.

Significant or Unusual Exclusions

- Legal action outside the United Kingdom.
- Claims for injury, property damage or professional duty to third parties.
- Circumstances known at inception.
- Disputes involving financial interest or related parties.
- Intellectual property rights and judicial review.
- Legal aid matters.

Specific requirement:-

- We will only cover your claim where there are reasonable prospects of success (greater than 50% chance)
- Your legal representative will be appointed on your behalf, unless legal proceedings have commenced giving you the right to choose
- Under the Employment Disputes section, you must contact the Markel legal helpline and follow its advice before disciplining, suspending or dismissing an employee, or comply with the ACAS Code of Practice

Cyber and Data Risks

Whenever a change is made to your policy we issue our documentation again so please make sure you are looking at the most up to date documents from us.

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Following a cyber attack, this section of cover pays the costs of restoring data and equipment, informing clients, meeting ransom demands and loss of your net profit. Cyber and data risks also pays your legal defence costs and damages you are legally liable to pay to other parties. Sub-limits apply within the overall limit of liability: Cyber Loss (£25,000), Cyber Crime (£25,000), Network Interruption (£50,000), Public Relations Management (£25,000), Regulatory Investigations and Fines (£100,000). Cover is provided for all claims that are made during the period of insurance. }}

{{ Cover not included | You **have not** purchased this section of cover. However if you wish to purchase this section of cover it is very easy to do so by calling 0800 640 6600. Following a cyber attack, this section of cover pays the costs of restoring data and equipment, informing clients, meeting ransom demands and loss of your net profit. Cyber and data risks also pays your legal defence costs and damages you are legally liable to pay to other parties. Sub-limits apply within the overall limit of liability: Cyber Loss (£25,000), Cyber Crime (£25,000), Network Interruption (£50,000), Public Relations Management (£25,000), Regulatory Investigations and Fines (£100,000). Cover is provided for all claims that are made during the period of insurance. }}

Claims must be brought within UK courts and a policy excess of £250 applies to each claim.

Cover Includes

Cover for:

- Data Breach (incident response and notification costs);
- Data Liability;
- Cyber Loss (restoration costs, data extortion up to £25,000);
- Cyber Crime (up to £25,000);
- Cyber Liability;
- Network Interruption (up to £50,000, subject to 24-hour time retention),
- Court Attendance Compensation;
- Public Relations Management (up to £25,000); Regulatory Investigations and Fines (up to £100,000); and
- Emergency Cyber Response Service.

Significant or Unusual Exclusions

- Fines and penalties (except regulatory investigations and fines section).
- Contractual liability beyond what would apply at law.
- Legal action outside the territorial limits.
- Employers' liability claims.
- Dishonest or malicious acts by directors, officers or senior management.
- Infrastructure failures (power, water, telecommunications).
- Self-replicating or non-targeted computer viruses (for network interruption).
- Natural perils (fire, flood, earthquake etc.).

Specific requirement:-

- You must not disclose the existence of the data extortion cover to anyone and you must advise, or allow us to advise the police, in the event of a data extortion

Occupational Personal Accident

Whenever a change is made to your policy we issue our documentation again so please make sure you are looking at the most up to date documents from us.

{{ Cover included | You decided to purchase this section of cover. Your own policy document will detail the limits, excess, terms, conditions and exclusions which apply specifically to you as these may differ from this summary. **You should refer to your own policy document for full details of the cover you have purchased.**

Occupational personal accident pays a cash lump sum or weekly benefits when an insured person suffers an accidental bodily injury as a direct result of their employment with you. Benefits include death, loss of limbs, loss of sight, speech or hearing, permanent total disablement and temporary total disablement (up to 104 weeks). Cover is provided for all claims occurring during the period of insurance. }}

{{ Cover not included | You **have not** purchased this section of cover. However if you wish to purchase this section of cover it is very easy to do so by calling 0800 640 6600. Occupational personal accident pays a cash lump sum or weekly benefits when an insured person suffers an accidental bodily injury as a direct result of their employment with you. Benefits include death, loss of limbs, loss of sight, speech or hearing, permanent total disablement and temporary total disablement (up to 104 weeks). Cover is provided for all claims occurring during the period of insurance. }}

With regard to claims that involve permanent total disablement, the disablement must have lasted for at least one hundred and four (104) consecutive weeks before any benefit is payable. Death benefit is only payable if death occurs within twenty-four (24) months of the injury.

Cover includes:-

- Benefits for accidental bodily injury during employment: death, loss of limbs, loss of sight/speech/hearing, permanent total disablement and temporary total disablement (up to 104 weeks).

Significant or unusual exclusions:-

- Mental or emotional diseases/disorders; suicide or self-inflicted injury.
- Drug use (unless prescribed); pregnancy and childbirth.
- Pre-existing conditions; sickness, disease or gradually operating cause.
- Insured persons under 16 or over 75.

How to Make a Claim and Assistance Helplines

How to make a claim

If you need to make a claim under your policy or notify us of a circumstance which may give rise to a claim, please ensure that you follow the procedures set out in your policy as any failure to do so may compromise any rights you may have under the policy.

To notify your claim please contact us by

- writing to our claims team at Markel (UK) Limited, City Square House, 11 Wellington Street, Leeds, LS1 4DL, or
- emailing our claims team – claimsuk@markel.com

quoting your policy number and the name of this policyholder shown in the policy schedule.

If you wish to discuss a claim please phone 0345 355 2227

Please remember to notify us as soon as you are aware of any circumstances that may give rise to a claim under your policy otherwise you may not be fully covered if a subsequent claim is made against you. If you are in any doubt whether the circumstances may be relevant, please notify us in order that we can assist you.

Public relations response service

- In the event of a claim, policyholders who purchase the Cyber and Data Risks section of cover receive access to specialist public relations advice to help manage certain situations where there is a risk to your business as a consequence of adverse press, publicity or media attention.
- **Telephone**: 0345 355 2227
- **Email**: claimsuk@markelintl.com

Cyber response service

- In the event of a cyber attack or suspected cyber attack, policyholders who purchase the Cyber and Data Risks section of cover receive access to the cyber response service for expert legal and technical IT security guidance.
- **Telephone**: 0800 368 3966
- **Email**: markelcyber@cyberclan.com

Legal helpline

- Policyholders who purchase the Legal Expenses section of cover receive access to a dedicated team of specialist solicitors for guidance and support on legal matters relating to your business, including health and safety, starting up a business, legal structures, client contracts and more.
- **Telephone**: Available 24 hours a day, seven days a week (number shown on your policy schedule)

General Information

How to Cancel

You have the right to cancel your policy at any time and your policy will detail any level of refund of premium. Please ensure you review the specific cancellation rights outlined in your policy, including any cooling-off periods and conditions that may apply. To cancel your policy, please contact us.

Cooling-off period

This policy has a cooling-off period of 14 days from either:

- the date you receive this insurance policy, or
- the start of the period of insurance shown in the policy schedule

whichever is the later.

How to make a complaint

We always aim to get things right, but in the event that you need to make a complaint please contact us:

By telephone: 020 7953 6020

By email: complaints@markelintl.com

By writing to: Legal and Compliance
Markel International
20 Fenchurch Street
London
England
EC3M 3AZ

If we are unable to resolve your complaint you may be able to refer your complaint to the Financial Ombudsman Service ("FOS")

Financial Services Compensation Scheme (FSCS) Clause

Should Markel International Insurance Company Limited be unable to meet its liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme. Visit fscs.org.uk for more information.