

# Your Retail cover summary

## Please read this carefully

This is a summary of the main things your insurance policy covers and doesn't cover, and the key requirements you have to meet.

**You also need to read your policy schedule and policy booklet.** They tell you how much you're insured for, the limits, excesses and full terms and conditions.

## About your policy

Your policy runs for 12 months. It's underwritten by U K Insurance Limited. We'll cover you in the UK, Channel Islands and Isle of Man.

The core cover of this policy meets the demands and needs of retail businesses requiring cover for liability claims made against you for injury or property damage by customers, visitors and members of the public. It also provides cover for stock, business equipment and buildings.

The optional Personal Accident cover meets the demands & needs of those who need compensation if anyone working in the business between the ages of 16 and 75 has an accident, whether it occurs in a business or personal capacity, resulting in death, or temporary or permanent total disablement.

The optional Legal Expenses cover meets the Demands & Needs of those who need cover for legal costs up to £250,000 for things like contract disputes with suppliers or customers, employment disputes, statutory licence appeal, legal defence of criminal prosecutions relating to your business.

## Keeping us informed

You need to make a fair presentation of your business to us.

That means checking for – and telling us about – anything that might affect:

- our decision to give you this insurance.
- your cover, or the premium we charge you.

You should include information about or known by you, your partners, directors or anyone managing your business. We call this 'material information'. If you're not sure if something is 'material', tell us and we'll let you know. You also need to tell us if any information you've given us changes.

**If you don't tell us something, you could leave yourself uninsured or not able to claim.**

## Public and Products Liability

### What's covered

This covers you if as part of your business:

- ✓ you accidentally injure a customer, visitor, someone you visit or member of the public.
- ✓ you accidentally damage property that isn't yours.
- ✓ a product you sell injures someone or damages their property.

We'll cover compensation payments, your legal costs if we defend the claim and the other party's legal costs if you're found responsible for the injury or damage.

### We also cover

- ✓ **Health and Safety at Work Act** – your legal costs and expenses if you or an employee are prosecuted under the act.
- ✓ **Consumer Protection and Food Safety Acts** – your legal costs and expenses if you or an employee are prosecuted under these acts.
- ✓ **Employees', customers' and visitors' clothing and personal items.**
- ✓ **Data Protection Act 2018** – we'll cover legal costs and expenses up to £500,000 if your business is prosecuted under the act.
- ✓ **Business and advertisement signs** – injury or damage caused by your business's signs or any advertising boards.
- ✓ **Theft of client's keys from your home, business premises or car** – for pet sitters and dog walkers.

### Exclusions and Key conditions

#### What's not covered

- ✗ Manual work away from your property other than collection or delivery.
- ✗ Injury to your employees or your family members.
- ✗ Injury or damage caused by any craft or mechanically propelled vehicle.

#### Key conditions you have to meet

- You must pay the excess shown in your schedule.

## Optional cover Material Damage

### What's covered

This covers the cost of repairing or replacing your property if it's damaged by something you're insured for – like a fire, flood, theft and accidental damage.

The standard cover is for stock and business contents, including things like goods you have for sale and equipment you use in the shop such as shelving and your till.

You can also insure:

- ✓ your buildings.
- ✓ household contents, including personal valuables (if you trade from your home).

And, in most cases, you can add cover for damage caused by subsidence.

### We also cover

- ✓ **Replacement locks** if keys are stolen from your property or home, up to £25,000 each year.
- ✓ **A 25% seasonal increase** of your stock cover for two months of your choice and 15 days before, during and after bank holidays.
- ✓ **The cost of telling people about a change of address** if you need to move because of damage to your property, up to £250.
- ✓ **Damage to external signs**, up to £2,500 for each claim.
- ✓ **Damage to glass**, including boarding up and replacing decoration within the glass following damage. There's a limit for frames of £2,500 for each claim.

### Exclusions and key conditions

#### What's not covered

- ✗ Storm or flood damage to walls, gates and fences.
- ✗ Malicious damage, theft and escape of water (like a leaking or overflowing toilet) if you haven't occupied the property in the last 30 days.
- ✗ Wear and tear.
- ✗ Loss or damage if you can claim under a maintenance agreement, warranty or guarantee.

#### Key conditions you have to meet

- You must pay the excess shown in your schedule.
- You must pay £500 excess for storm damage to flat roofs or felt-on-timber roofs.
- If any part of your property has a flat roof or a roof made from felt on timber, you need a roofing contractor to inspect it every two years. You'll need to do any work they recommend as soon as possible.
- If you have a portable heater, you'll have to meet the requirements given in the policy booklet.
- All stock must be stored at least 10cm off of the floor.

## Equipment breakdown – extension included in your Material Damage cover

### What's covered

This covers the cost to repair or replace any electrical or mechanical equipment that has broken down in your insured property.

If you claim under this part of your policy it will be handled by HSB Engineering.

You can also insure:

- ✓ Up to £5 million for any one claim, except for the following limits:
  - £500,000 for computer equipment in your property
  - £5,000 for computer equipment in the EU
  - £5,000 for portable computer equipment anywhere in the world
- ✓ Up to £50,000 for any one claim for restoring lost or damaged data
- ✓ Damage to perishable goods caused by breakdown or a power cut. This is up to £15,000 per claim for frozen or chilled foods. We'll pay up to £5,000 for other perishable goods, like medicine stored in the fridge. We'll deduct 20% from the claim if the fridge or freezer is more than 10 years old.
- ✓ Up to £10,000 to hire temporary replacement equipment until any item we cover is repaired or replaced.

## Exclusions and key requirements

### What's not covered

- x Equipment not used by the business.
- x Wear and tear.
- x Maintaining and servicing equipment.
- x Costs you can recover under a maintenance agreement, warranty or guarantee.
- x Damage to data from things like programming errors, computer viruses computers not working properly.

### Key conditions you have to meet

- You must pay a £200 excess for each claim
- You need to maintain all your equipment and use it in line with the manufacturer's instructions.

## Optional cover

### Cover for property away from your home or shop

#### What's covered

This covers the cost to repair or replace business contents or stock if it's damaged or lost in the UK, the Channel Islands and the Isle of Man including when you are travelling to and from customers or suppliers.

If you've also insured your personal belongings it covers the cost of repairing or replacing them if you're travelling anywhere in the world.

#### We also cover

- ✓ Damage to business contents and stock at exhibitions or trade shows including while travelling, up to £1,000.
- ✓ Personal items in a vehicle, belonging to the driver or anyone with them, up to £500.

## Exclusions and key conditions

### What's not covered

- x Wear and tear.
- x Property damaged by weather, flood and dust if it's stored outside.
- x Theft or attempted theft between 9pm and 6am – unless it's in a securely-locked building or in your possession.
- x Theft from an unoccupied building.
- x Property you've hired out.
- x Damage to items transported by post or a courier.

### Key conditions you have to meet

- You must pay the excess shown in your schedule.
- If you leave a vehicle unattended at any time, you must lock it, remove all keys, close all windows and switch on any immobilisers or alarms.
- Vehicles must be locked in a building or in a locked and secure compound between 9pm and 6am.

## Optional cover

### Business Interruption

#### What's covered

We'll cover any loss of turnover, less any costs or expenses you wouldn't have to pay if you are unable to trade following damage to your property caused by things like fire, storm or flood, covered under the Material Damage section.

#### We also cover

- ✓ Losses caused by damage at nearby properties which stops access to your property.
- ✓ Losses caused by damage at suppliers' properties, caused by things like fire or flood.
- ✓ Losses caused by the closure of your business by a public authority as a result of defective drains, vermin or pests.
- ✓ Losses caused by the closure of your business due to murder, suicide, food poisoning or diseases listed in your policy booklet such as legionnaires disease or measles. (This excludes diseases not listed or pandemics.)
- ✓ Losses caused by a public authority preventing access to your property (e.g. setting up a cordon) due to an emergency that endangers life or property within 25 miles. We do not cover losses that happen in the first four hours.
- ✓ If your employees leave the business after winning the lottery
- ✓ If an essential partner, director or employee is injured and cannot work we will cover the cost of temporarily replacing them.

#### Key conditions you have to meet

- If your business is VAT-registered, we'll pay claims without VAT.
- In the first year of running your business we'll calculate the turnover using your business figures to date.

## Optional cover

### Employers' Liability

#### What's covered

This covers compensation payments if you're found responsible should an employee get injured or becomes ill while working for you.

We cover you for up to £10 million this includes your legal costs if we defend the claim, and the other party's legal costs if we pay a claim.

This cover applies to the UK, the Channel Islands and the Isle of Man and includes non-manual business trips abroad (like going to a trade exhibition in the USA to pick up the latest trends).

#### We also cover

- ✓ **Health and Safety at Work Act** – your legal costs and expenses if you or an employee are prosecuted under the act.
- ✓ **Corporate Manslaughter and Corporate Homicide Act 2007** – your legal costs and expenses if you or an employee are prosecuted under this act.
- ✓ **Temporary employees**, up to 50 days each year.
- ✓ **Injury to working partners.**

## Exclusions and key conditions

### What's not covered

- ✗ Manual work outside of the UK, the Channel Islands or the Isle of Man and EU.
- ✗ Claims by employees living outside the UK, the Channel Islands or the Isle of Man.
- ✗ Injuries to your employees (except the driver) while they're in a vehicle being used for your business.

### Key conditions you have to meet

- You'll need to get our agreement in writing before you start incurring any legal costs.
- If we pay a claim which you are responsible for, but we did not cover, we can recover our claim costs from you.

## Optional cover Theft of takings

### What's covered

This covers the loss of money including damage whilst:

- ✓ in transit
- ✓ in a bank night safe
- ✓ at your property
- ✓ at the home of an authorised employee
- ✓ on your or your employees person at any other location where you work

We also cover injury to you, your directors, partners or employees (aged between 16 and 75) as a result of theft or attempted theft of business money.

This cover applies to the UK, the Channel Islands and the Isle of Man

### We also cover

- ✓ Damage to clothing or personal items from theft or attempted theft of money up to £1,000 per person per claim.
- ✓ Business credit card fraud up to £1,000.

## Exclusions and key conditions

### What's not covered

- ✗ Fraud or dishonesty of your partners, directors or employees if not discovered within 14 working days of the loss.
- ✗ Money stolen from unattended vehicles.
- ✗ If someone has an existing physical or mental condition, we won't provide cover if their condition is made worse after being attacked during a theft or attempted theft.

### Key conditions you have to meet

- You must pay the excess shown in your schedule.
- You must have a record of all money transactions.
- All safe keys and codes need to be kept by you, your partners, directors or authorised employees, or stored securely away from the safe.
- If you're closed, you must leave cash drawers open and their contents placed securely away from the till.

- While you are working at pop up shops, markets, fairs, festivals or similar events we will cover you for theft or loss of money up to £1,000 providing you follow certain conditions such as not leaving money unattended.

## Optional cover

### Cyber Risks

(claims are administered by HSB Engineering Insurance Limited)

#### What's covered

- ✓ Damage to computers, data and loss of business income following a cyberattack.
- ✓ Your costs if you unintentionally don't comply with the latest Data Protection Act.
- ✓ Cyber liability – compensation payments and legal costs for claims made against you.
- ✓ The cost of investigating and fixing damage to your computer systems, and restoring data following a cyberattack.
- ✓ The cost of finding and removing viruses from your computer systems.
- ✓ Hiring consultants to recommend how to protect your computer system from viruses or hacking, following a cyberattack.
- ✓ Reduction in your business' income following a cyberattack and any additional costs you incur trying to minimise your loss of income.
- ✓ Your financial losses if you are a victim of cybercrime.
- ✓ If we agree, the cost of paying a ransom demand if anyone carries out or threatens a cyberattack.
- ✓ The cost of hiring experts to investigate data breaches and tell you how you should respond, and the cost of informing and supporting any affected customers.
- ✓ Cover for claims made against you if you fail to prevent a hacking attack against or transmit a virus to a third party

We'll cover you up to the limit shown in your policy schedule for all claims made in the year.

#### Exclusions and specific conditions

##### What's not covered

- ✗ The excess shown in your schedule.
- ✗ Loss of business income during the 'time excess' period in your policy schedule.
- ✗ The value of any data that can't be restored or recreated.
- ✗ Under the Cyber Crime section we will not cover the fraudulent use or alleged fraudulent use of credit or debit cards.
- ✗ Claims due to products you've sold or supplied.
- ✗ Claims due to inadequate or incorrect professional advice or services.
- ✗ Penalties you have to pay under a contract such as delays or not meeting targets.
- ✗ Things you knew about before taking this cover.
- ✗ The cost of fixing flaws in your procedures, systems or security.
- ✗ Deliberate act of your utility company e.g. if they cut off your electricity supply because of an unpaid bill.
- ✗ Normal computer system maintenance.

##### Specific conditions you have to meet

- You must follow our requirements for data backup, firewalls and antivirus protection. You'll find these in your policy booklet.
- You must tell the police straight away about any loss or damage relating to cybercrime and get a crime reference number.

- You must not admit responsibility, or agree to pay any money or provide any services, without us agreeing in writing first.
- You must use and maintain your computer system as recommended by the manufacturer or supplier.

Please note that the Professional Indemnity (PI) wording may vary depending on your profession/trade. The summary below lists all PI cover types, please refer to the one that is applicable to your profession/trade.

## Optional cover (if you work in Media or Marketing)

### Professional Indemnity

(claims are administered by Tokio Marine HCC)

#### What's covered

We cover you if you're found responsible for causing your customers or clients to suffer a financial loss because of a mistake in your work. Cover is on a 'claims made' basis, which means we cover you when the claim is made against you regardless of when the incident happened.

**Retroactive cover** – you're covered for work undertaken after the retroactive date shown on your schedule; if your schedule shows None, we'll cover you from the date you established your business.

Cover includes:

- ✓ Employees being dishonest.
- ✓ Accidentally breaching intellectual property rights e.g. using an image in your work without permission.
- ✓ Loss or damage of documents.
- ✓ Breach of duty in the sale or supply of a product
- ✓ Breach of your professional duty - where you don't carry out your work to a standard which would normally be expected.
- ✓ Unintentional transmission of a computer virus
- ✓ Accidentally breaching a licence you have, to use another company's trademark or copyright
- ✓ Publication of false statements about people or businesses including:
  - libel and slander (saying something about a person which is untrue and damages their reputation. Slander is something spoken; libel would be in writing or pictures)
  - product disparagement (discrediting a product)
  - malicious falsehood (making untrue statements about someone else's goods or services)

Up to the limit shown in your *policy schedule*.

#### We also cover

- ✓ Defence costs, such as lawyers, court costs and experts - these are payable in addition to the limit shown in your *policy schedule*.
- ✓ Legal costs if you're prosecuted under the Data Protection Act.

#### Exclusions and specific conditions

##### What's not covered

- ✗ Claims and circumstances you knew about before you took out this policy.
- ✗ Work subject to the laws of North America.

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- x If you become insolvent or bankrupt.
- x Fines or penalties other than for libel or slander.
- x The excess shown in your policy schedule.
- x If you use or copy a patented product without permission.
- x Advice about finance, credit or leasing agreements.
- x Deliberate or criminal acts.
- x False advertising or misrepresentation in advertising;
- x Statements that you knew, or ought to have known, were defamatory at the time of publication
- x Any payment owed to a licensor under a license agreement
- x Damage or loss of negatives, film, prints or electronic media
- x Using obscene, blasphemous or pornographic material
- x Stunts during the making or production of any advertising or promotional materials;

### Specific conditions

If there's a dispute over the policy cover, and we cannot agree on it, then we'll ask the Centre for Effective Dispute Resolution (CEDR) to mediate.

## Optional cover (if you work in a profession not listed above)

### Professional Indemnity

(claims are administered by Tokio Marine HCC)

#### What's covered

We cover you if you're found responsible for causing your customers or clients to suffer a financial loss because of a mistake in your work. Cover is on a 'claims made' basis, which means we cover you when the claim is made against you regardless of when the incident happened.

**Retroactive cover** – you're covered for work undertaken after the retroactive date shown on your schedule; if your schedule shows None, we'll cover you from the date you established your business.

Cover includes:

- ✓ **Breach of professional duty** - where you don't carry out your work to a standard which would normally be expected.
- ✓ **Libel or Slander** - saying something about a person which is untrue and damages their reputation. Slander is something spoken; libel would be in writing or pictures.
- ✓ **Employees being dishonest.**
- ✓ **Accidentally disclosing confidential information** about a customer or client.
- ✓ **Accidentally breaching intellectual property rights** e.g. using an image in your work without permission.
- ✓ **Loss or damage of documents.**

Up to the limit shown in your *policy schedule*.

#### We also cover

- ✓ Defence costs, such as lawyers, court costs and experts - these are payable in addition to the limit shown in your *policy schedule*.
- ✓ Legal costs if you're prosecuted under the Data Protection Act.

## Exclusions and specific conditions

### What's not covered

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- x Claims and circumstances you knew about before you took out this policy.
- x Work subject to the laws of North America.
- x Computer viruses.
- x If you become insolvent or bankrupt.
- x Fines or penalties other than for libel or slander.
- x The excess shown in your policy schedule.
- x If you use or copy a patented product without permission.
- x Advice about finance, credit or leasing agreements.
- x Deliberate or criminal acts.

### Specific conditions

If there's a dispute over the policy cover, and we cannot agree on it, then we'll ask the Centre for Effective Dispute Resolution (CEDR) to mediate.

## Optional cover

### Commercial Legal Expenses

#### What's covered

This covers your legal costs and expenses for various legal incidents.

If you make a claim under this part of your policy it will be handled by DAS Legal Expenses Insurance Company Limited (DAS).

We'll cover you in the UK, the Channel Islands and the Isle of Man, except for legal defence and personal injury disputes where your cover extends to the EU and other European countries specified in your *policy booklet*.

- ✓ It covers your legal costs for:
  - ✓ employment disputes and compensation awards.
  - ✓ legal defence.
  - ✓ statutory licence appeal.
  - ✓ contract disputes.
  - ✓ tenancy disputes.
  - ✓ debt recovery.
  - ✓ property protection.
  - ✓ personal injury.
  - ✓ tax protection.
- ✓ It covers up to £250,000 for each claim, with no limit to the amount of claims you can make. The limit for compensation awards is £1,000,000.

#### Exclusions and key conditions

##### What's not covered

- x Civil claims which DAS decide have less than 51% chance of succeeding.
- x Any expenses before DAS accept your claim in writing.
- x If you decide not to use the services of one of DAS's preferred law firms or tax consultancies, you'll have to pay any costs that fall outside the DAS Standard Terms of Appointment. This is currently £100 per hour.
- x Fines and compensation you're ordered to pay, other than compensation under employment disputes and legal defence.
- x Any contract dispute or debt recovery for less than £500.

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- x** For any contract dispute over £5,000 you must pay an excess of £500.
- x** Claims about the sale, purchase, terms of a lease, licence, or tenancy of land or buildings.
- x** Any employment disputes, contract disputes and debt recovery which start within the first 90 days of the beginning of cover under this section (unless you continuously had the same cover in place before).
- x** Claims relating to redundancy starting in the first 180 days of cover under this section (unless you continuously had the same cover in place before).
- x** Claims relating to motor offence prosecutions.
- x** Any illness or injury that develops gradually.

### Key conditions you have to meet

- You must tell DAS about any claims within 180 days of the date you became aware of the incident.
- DAS must agree to the legal action before it's taken.
- You must tell DAS if anyone offers to settle a claim. You can't negotiate or agree to any settlement without DAS agreeing in writing.

## Optional cover Personal Accident

### What's covered

This covers compensation if anyone in your business, between the ages 16-75, is unable to work because they've been injured in an accident, either at work or outside work.

We will pay up to £500 each week if someone in your business is temporarily unable to work, for 104 weeks or until they recover. Or a lump-sum up to £50,000 following:

- ✓ **Death.**
- ✓ **Loss of limbs.**
- ✓ **Loss of sight.**
- ✓ **Permanent disablement.**

We'll pay medical expenses of £1,000 per person for each claim.

### Exclusions and key claim requirements

#### What's not covered

Injuries resulting from:

- x** Flying, other than as a passenger on a commercial airline.
- x** Winter sports and other hazardous activities.
- x** Illness or disease.
- x** A fight you started, deliberately exposing yourself to danger, self-injury or suicide.
- x** Being under the Influence of alcohol or non-prescribed drugs.
- x** Pre-existing medical conditions.
- x** Failure to obtain or follow medical advice.
- x** Travel to areas where the Foreign & Commonwealth Office (FCO) has advised against 'all travel'.

#### Key claim requirements

- The excess shown in the Schedule.
- The temporary benefit will not be more than the injured person's normal weekly net earnings.
- We will not pay more than £50,000 for any one accident.
- We will not pay any claim for permanent disablement until 104 weeks from the injury.

- If we have paid a claim for temporary benefit we will deduct this from any related lump sum payment.
- The injured person must seek medical advice and have regular medical examinations we request.
- All certificates, information and evidence must be provided at your expense.

## General policy information

This is a summary of the general policy information, which applies to the policy as a whole. For full details, please read your policy booklet.

## What's not covered?

There are some circumstances that are not covered, for example offshore work, work with or exposure to asbestos and computer viruses.

## Conditions that you have to meet

There are some conditions that you must comply with, for example:

- You must make a fair presentation of the risk when you take out and renew your policy and you must tell us about any changes throughout the year.
- Reasonable precautions – you must take measures to help prevent claims and keep the property in a good state of repair.
- Cancellation – you or we may cancel the policy at any time.
- Security – you must secure and lock up the property when you are not working.
- Fire Extinguishing appliances – You must have fire extinguishing equipment at your property and it must be regularly maintained.
- Deep fat frying equipment – you must fit temperature controls and cut-offs, perform frequent cleaning and regularly maintain and test the equipment.
- Electrical Inspection – The electricians at your property must be inspected and tested regularly and any repairs must be carried out.

## Claims conditions that you have to meet

There are some conditions that you must comply with, for example:

- **Conditions precedent** – certain conditions must be complied with in order for us to pay a claim.
- **Action by you** - this sets out what you need to do in the event of a claim for example, you must immediately notify the police if there is a theft or attempted theft at your property
- **Fraudulent claims** – if we determine a claim to be fraudulent we may not pay the claim and your policy may be invalidated.

## How to pay

You can pay your premium in full once a year by credit or debit card. If you're eligible, you can pay by monthly instalments on a date you choose.

## Contact us

You can message us on WhatsApp on 07723576917.

Our human agents are available: 8am-7pm Mon-Fri, 9am-5pm Sat, 9am-2pm Sun.

## How to cancel

If you want to cancel, call us on 0345 303 1756.

As long as you haven't made a claim:

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- If you cancel within 14 days of the policy start date you get a full refund.
- If you cancel after 14 days of the policy start date you get a refund for the remaining cover. We'll also charge you an admin fee of £25, plus Insurance Premium Tax.

## How to claim

The easiest way to tell us about your claim is to visit our website

<http://www.directlineforbusiness.co.uk/claims> or to scan the QR code at any time, alternatively call us on 0345 303 1753 (Mon-Fri - 8am – 6pm).



If you need to claim for Legal Expenses, call 0345 878 5024.

If you need to claim for Professional Indemnity, call 0207 648 1122.

If you need to claim for Cyber risks, call 0330 100 3432 or email [new.loss@hsbeil.com](mailto:new.loss@hsbeil.com).

## How to complain

If you want to complain about the way we've handled your claim, please get in touch with your claims handler.

To complain about anything else, call us on 0800 051 0538 or 01239 636 082. Or you can write to our customer relations team at Direct Line for Business, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

## Taking things further

If you're not happy with the way we've dealt with a complaint, you can refer it to the Financial Ombudsman Service:

- [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)
- 0800 023 4567 or 0300 123 9123
- Exchange Tower, London E14 9SR

## Who regulates us?

Direct Line policies are underwritten by U K Insurance Limited. We are an insurance undertaking, authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority and Prudential Regulation Authority under registration number 202810.

## How you're protected

U K insurance Limited are a member of the Financial Services Compensation Scheme. This scheme protects people when insurers can't meet their responsibilities to their policyholders. If that were to happen to us, you might get compensation.

If you want to know more about how your insurance policy is protected, ask us and we'll be happy to help. Or visit the Financial Services Compensation Scheme online at [fscs.org.uk](http://fscs.org.uk).

**If you ask us to, we'll be happy to send you any of our brochures, letters or statements in Braille, large print or audio.**

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