



# Retail Insurance Policy from Direct Line – Key Facts

Please read this document carefully. It's a summary of the key benefits, exclusions and conditions of this policy. It doesn't contain the full terms and conditions – you can find these in your policy booklet.

### **Retail Insurance Policy from Direct Line**

This policy is underwritten by U K Insurance Limited, an Insurance Undertaking, and runs for 12 months. Your policy schedule and policy booklet show the sums insured, limits, conditions and excesses. Please read your policy documents carefully and regularly review your cover, to make sure the levels of cover you've chosen meet your needs.

The core cover of this product meets the demands and needs of businesses which require cover for claims made against them for injury or property damage made by customers, visitors, people they visit, or members of the public.

Just to let you know, our consultants may receive a bonus if you purchase any cover with us.

You are under a duty to make a fair presentation of the risk to us before the inception, renewal and alteration of your policy.

This means that you must tell us about and/or provide to us all material information or tell us and/or provide to us sufficient information to alert us of the need to make further enquiries to reveal such material information. This information needs to be provided in a clear and accessible manner.

Material facts are those which are likely to influence us in the acceptance of the terms or pricing of your policy. If you have any doubts as to whether any information is material you should provide it to us.

Failure to disclose any material fact may invalidate your policy in its entirety or may result in your policy not responding to all or part of an individual claim or class of claims.

In order to comply with your duty to make a fair presentation you must also have conducted reasonable searches for all relevant information held:

- within your business (including that held by your senior management and anyone who is responsible for your insurance); and
- by any other person for whom cover is provided by this insurance.

Update us if there are changes to the information provided.

## Public and Products Liability (standard cover)

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
Covers your legal liability for compensation awarded to any claimant in connection	Motor contingent liability - covers your legal liability when your employees are driving a vehicle not owned by your business in the course	The excess shown in your schedule for each property damage claim	
with your business:	of their work	Professional negligence for any treatment you carry out (you can insure treatments by choosing hair and	
<ul> <li>for accidental injury to your customers, visitors,</li> </ul>	Health and Safety at Work Act legal costs and expenses	beauty treatment liability cover)	
people you visit or members of the public	Compensation for court attendance connected to a claim (up to £500 per day for	The cost of replacing faulty goods or putting faulty workmanship right	
for accidental damage to property that doesn't	partners/directors and £250 for each employee)	Products you supply which you're aware will be exported	
belong to you	Corporate manslaughter up to the indemnity limit	Pollution or contamination unless it's caused by a sudden and unintended incident	
<ul> <li>for accidental damage or injury caused by products supplied by</li> </ul>	Cover for your legal liability for damage to leased, rented or hired premises		
you	Data Protection Act cover, up to a limit of £500,000		
Within the Territorial Limits being anywhere in the United Kingdom, the Channel Islands and the Isle			
of Man unless otherwise stated in the Schedule.			
(See also Overseas Personal Liability Extension)			
This includes:			

<ul> <li>your legal costs if we're defending the claim</li> <li>the claimant's legal costs if you're found liable</li> </ul>		
Up to the limit shown in your schedule		

# **Material Damage (optional cover)**

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
To pay for repair or to replace your property damaged or lost due to causes insured by the policy; for example fire, storm, flood, escape of water, theft, accidental damage  Cover available for:	Trace and access pays up to £25,000 per claim to find the source of leaks which have caused damage to your property  Accidental damage to underground service pipes and cables  Seasonal increase in your stock sum insured  Alternative accommodation costs up to £50,000 not longer than 24 months from the date of the damage if working from home  Replacement locks if your keys are stolen, up to £25,000  Loss of metered water or heating oil, up to £15,000  Unauthorised use of gas, water or electricity, up to £25,000	The excesses shown in your schedule  The £500 excess for damage caused by storm to a flat roof or a roof made from felt on timber  Damage to walls, gates and fences caused by storms or floods  Malicious damage, theft, and escape of water after the property's been unoccupied for more than 30 days  Damage caused by corrosion, dampness, dryness, or wet or dry rot  Damage caused by wear and tear or gradual deterioration  Disappearances or shortages of property that you only discover when doing a stock take, which can't be traced to a specific event  Loss or damage you can claim for under a maintenance agreement, warranty or guarantee	If any part of your property has a flat roof, or a roof made from felt on timber, you need to have it inspected every two years by a competent roofing contractor, and get any work done that they recommend.  If you have a burglar alarm, you need to meet the burglar alarm conditions in your policy under 'Additional Condition A - Intruder Alarm  You need to meet the minimum security conditions as shown in your schedule  If you've selected Subsidence, you need to tell us immediately about any demolition, groundworks, excavation or construction being carried out on an adjoining site.

	If you've selected Subsidence, damage caused by the	
	normal bedding down of new buildings	

Property Away from the Premises (or Business Property if the business doesn't have its own premises) (optional cover)

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
To pay for repair or to replace your property accidentally damaged or lost within the Territorial Limits being anywhere in the United Kingdom, the Channel Islands and the Isle of Man unless otherwise stated in the Schedule.  We offer cover for:  Business tools and equipment Stock Stock in transit by carriers Personal belongings	Damage to any property other than stock while in transit to, from or at exhibitions and trade shows up to £1,000  Personal effects belonging to the driver and anyone accompanying them in a vehicle up to £500	The excess shown in your schedule  Any damage caused by wear and tear or gradual deterioration  Damage caused by corrosion, dampness, dryness, or wet or dry rot  Damage to moveable property in the open or in opensided buildings caused by wind, rain, hail, sleet, snow, flood or dust  Theft or attempted theft between 9pm and 6am unless the property is in the custody of you, your partners, directors or employees or in a securely locked building  Theft from a vacant building	If you leave a loaded vehicle unattended at any time, you must:  • make sure it's locked  • remove all keys  • close all windows  • switch on any immobilisers or alarms  Between 9pm and 6am, the vehicle must also be in a locked building or an open vehicle enclosure which is securely locked and/or constantly guarded
		Property hired out	

**Business Interruption (optional cover)** 

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
To cover turnover lost	To replace lost turnover following damage due to		If your business is registered for Value
following damage to the	an insured cause to:		Added Tax, we'll make any claims
property you operate from	<ul> <li>your property</li> </ul>		payments exclusive of VAT
due to causes insured by the	<ul> <li>the property of one of your suppliers</li> </ul>		

policy for example fire, storm, flood, escape of water, theft, accidental damage	<ul> <li>a nearby property which stops you gaining access to your property</li> <li>third-party sites where you store your property</li> </ul>	
	It also pays for costs you incur solely to try to avoid losing turnover, or to reduce the amount of lost turnover	

### **Employers' Liability (optional cover)**

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
Covers injury to your employees in the course of their employment.	Compensation for court attendance connected to a claim (up to £500 per day for partners/directors and £250 for each employee)	Claims by employees who normally live somewhere other than Great Britain, Northern Ireland the Channel Islands or the Isle of Man.	You'll need to get our agreement in writing before you incur any legal costs in relation to a claim
<ul> <li>This includes:</li> <li>your legal costs if we're defending the claim</li> <li>the claimant's legal costs if you're found liable</li> </ul>	Corporate manslaughter up to the indemnity limit  Can be extended to include injury to working partners	Injury to employees, other than the driver, which happens while they're in a motor vehicle being used by your business.	
Up to £10 million of cover			
Territorial Limits being the United Kingdom, the Channel Islands and the Isle of Man unless otherwise specified in the Schedule.			

# Theft of Takings (optional cover)

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
Covers loss of takings that are stolen or damaged while they're:  in transit in a bank night safe in your premises (if you work from a commercial premises) in the home of an authorised person working in the business on you or anyone in your business at any third party premises where you work  Within the Territorial Limits being anywhere in the United Kingdom, the Channel Islands and the Isle of Man unless otherwise stated in the Schedule.	Clothing and personal effects (including money) belonging to people working in your business, as a result of a theft or attempted theft up to £1,000 per person for each claim.  Fraudulent use of business credit cards up to £1,000  Injury caused to your directors, partners and employees aged between 16 and 75 during the course of a theft or attempted theft  Cover for money at pop-up shops, fairs, festivals or similar events up to £1,000	The excess shown in your schedule  Losses due to fraud or dishonesty of your partners, directors or employees, if it isn't discovered within 14 working days of the loss happening  Money stolen from unattended motor vehicles  Money left overnight in outbuildings  Death or disablement made worse by a pre-existing physical or mental condition following injury during the course of a theft or attempted theft	You must keep a record of money on the premises in a different secure place to where the money is being stored  All safe keys and codes must be in the custody or you, your partners, directors or authorised employees, or deposited in a secure place that's not near the safe  Outside of business hours, you must leave the drawers of cash tills open with all contents deposited in a secure place that's not near the cash tills.  For claims for fraudulent use of credit cards, once you discover the loss, you must tell:  • the issuing company immediately • the police within 24 hours  Money at pop up shops, markets, fairs, festivals or similar events up to £1,000 provided:  • Money not left unattended • Money is secured in a locked cash box when a transaction is not taking place;  • copies of the receipts issued to Your customers are retained for each sale as evidence of every transaction

Commercial Legal Expenses (claims are administered by DAS Legal Expenses Insurance Company Limited) (optional cover)

What it's for	Key benefits	Key exclusions	Key conditions you'll need to
			meet
Pays legal expenses in connection with your business  Territorial Limits  For Legal Defence Insured Incidents (excluding 5 Statutory Notice Appeals), and H Personal injury:  The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.  For all other Insured Incidents: The United Kingdom of Great Britain and Northern Ireland, the	Pays up to £250,000 per claim  Pays for legal costs incurred in connection with:  Employment disputes and compensation awards  Legal defence Statutory licence appeal Contract disputes Tenancy disputes Debt recovery Property protection Personal injury Tax protection	Civil claims which DAS decide have a less than 51% chance of succeeding  Expenses incurred before DAS have accepted your claim in writing  Fines and compensation you're ordered to pay, other than compensation for sections Employment disputes and Legal defence  The first £500 of any contract dispute claims for more than £5,000  Total payments for compensation awards of more than £1 million during the term of the policy  Employment disputes which started within 90 days of the policy start date  Personal injury claims due to:  • an illness or injury which develops gradually  • psychological injury or mental illness unless it follows a specific or sudden accident that's caused physical bodily injury  • clinical negligence	You need to inform DAS of any claims within 180 days of the date you should've known about the incident you wish to claim for  DAS need to have agreed to the legal action you want to take  You must tell DAS if anyone offers to settle a claim and mustn't negotiate or agree to any settlement without DAS's agreement in writing.
Isle of Man, the Channel Islands			

Cyber risks (claims are administered by HSB Engineering) (optional cover)

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
<ul> <li>Damage to computer systems, data and your loss of business income following a cyber event</li> <li>Costs incurred if you are a victim of cyber crime</li> <li>Data breach expenses if you fail to keep your data privacy obligations</li> <li>Cyber liability – third party liability including defence costs</li> </ul>	The cost of investigating and rectifying any damage to your computer systems, and restoring data following a cyber event.  The cost of locating and removing a computer virus from your computer systems.  The cost of hiring professional consultants to provide recommendations on how to prevent your computer system from being infected by a computer virus or how to prevent hacking following a cyber event.  Your loss of business income and costs you incur to try to avoid losing income, or to reduce the amount of lost income during the indemnity period resulting from a cyber event.  Your financial loss if you are victim of a cyber crime.  The cost of responding to a ransom demand if anyone has carried out or threatens a cyberattack.  The cost of hiring legal and forensic information-technology services to investigate the data breach and tell you how You should respond; the cost of informing and supporting affected parties.  Cover for claims made by a third party if you:	The Sum Insured shown in your schedule is the most we will pay in total for the period of insurance, regardless of the number of claims or claimants.  The excess amount shown in your schedule and any loss of business income arising during the time excess shown in your schedule.  We will not pay for the value of data to you if it cannot be restored or recreated.  Any financial loss resulting from actual or alleged fraudulent use of credit card or debit card.  Product liability or professional indemnity claims for any inadequate or incorrect Professional advice or services you have provided are not covered under this section.  Penalties you have to pay under a contract for any delay or shortfall in performance or efficiency.  Any losses caused by wear and tear or gradual deterioration.  Circumstances which you knew about before taking this cover.  We will not provide cover, pay any claim or provide any benefit under this policy if by doing so it would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or	You must backup your data at least every 7 days.  Your computer system must be protected with a firewall and anti-virus software which is licensed to you, paid for and not freely available and updated at least every 7 days.  You need to immediately tell the police about any loss or damage relating to crime and obtain a crime reference number.  You must not admit responsibility or liability, or agree to pay any money or provide any services on our behalf, without our written consent.  You must make sure that your computer system is used and maintained as recommended by the manufacturer or supplier.

<ul> <li>fail to secure or prevent unauthorised use or access to data; or</li> <li>if you unintentionally transmit a virus or fail to prevent a hacking attack</li> </ul>	economic sanctions, laws or regulations of the EU, UK or USA.	
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# **Policy Extension**

Equipment Breakdown policy extension (claims are administered by HSB Engineering) (covered when you've chosen Material Damage)

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
Pays to repair or replace electrical and mechanical	Cover is automatically included as standard for business property you've insured in the Material	The £200 excess for each claim	You need to make sure all equipment is adequately maintained
equipment that has broken	Damage section	Equipment whilst in a private dwelling unless the	
down		Equipment is your property owned by the business or	You must back up original data at least
	Cover is up to £5 million for a single accident. Within this amount, cover is up to:	for which the business is responsible.	once every 7 days
		Breakdown caused by wear and tear	You must take precautions to make sure
	£500,000 for a single accident to computer		that all data is stored safely
	equipment while it's at the premises shown in the schedule	Maintenance and servicing of equipment	
	• £5,000 for a single accident to computer Equipment while in a member country of the	Equipment you've manufactured for sale	
	EU	Damage to data, discs or tapes caused by	
	<ul> <li>£5,000 for a single accident to portable</li> </ul>	programming errors, computer viruses or introduction	
	computer equipment anywhere in the world.	of malicious code	
	It also covers costs up to £50,000 per accident for	Costs you can recover under a maintenance	
	reinstating onto tapes or discs data lost or damaged following an accident to computer	agreement or a warranty or guarantee	
	equipment. Software is insured as part of the	20% of any loss for perishable goods where the	
	computer equipment.	refrigeration unit is more than 10 years old.	
	Cover for damage to perishable goods due to a	Business interruption resulting from damage to own	
	change in temperature caused by an accident or	surrounding property.	

failure of the electricity supply. This is up to £15,000 per accident for frozen or chilled foods and £5,000 for any other perishable goods.	
Damage to property resulting from the explosion of a steam boiler, economiser, superheater, or steam vessel, up to £1 million per accident.	
Up to £10,000 for hire of substitute equipment until the broken down equipment is repaired or replaced	

Conditions and exclusions applying to the whole policy

What's not covered	Conditions you'll need to comply with
Damage or loss due to computer viruses or hacking. This exclusion doesn't apply to the Public and Products Liability section or the Employers' Liability section.  Damage or loss caused by pollution and contamination. This exclusion doesn't apply to the Public and Products Liability section or the Employers' Liability section.  Fraudulent or exaggerated claims	You must give us a fair presentation of the risk, which means telling us all material information about you and your business, which you're aware of, or ought to be aware of. Material information is information which could affect whether we accept your application for insurance, or the premium, terms or conditions we offer.  You must let us know about any changes to your business as soon as possible  You need to take reasonable precautions to reduce the likelihood of claims
Fraudulent of exaggerated claims	You need to camply with any security requirements we've asked for  If your property has been unoccupied for more than 20 days, you need to:  • turn off all services at the mains (except electricity if needed to maintain a fire or burglar alarm system)  • drain the water and heating system  • inspect your property weekly and take away any combustible materials like newspapers and junk mail
	<ul> <li>secure your premises against unauthorised entry</li> <li>If you need to make a claim, you should tell us about it as soon as possible, and give us any help or information we ask for</li> <li>If your claim is for vandalism, theft, attempted theft or loss of money, you must tell the police immediately</li> </ul>

#### Other features

**Direct Line for Business Legal Documents** provides unlimited access to the following as standard on your policy:

- Legal documents Online access to a large library of customisable legal documents, including employment agreements, employee handbooks, and terms and conditions for websites selling consumer goods and/or services
- Legal document review Solicitors to check and, if necessary, amend the documents you create using the system, for extra peace of mind
- Law guides Extensive jargon-free online guides to business laws (covering England, Wales, Scotland and Northern Ireland)

To get started, visit www.directlineforbusiness.co.uk/legaldocs.

#### **How to Pay**

You will have an option to pay either annually by Direct Debit, Credit or Debit card, or if eligible, by instalments on a date selected by you.

### Your right to cancel

If this cover doesn't meet your needs, you can cancel it by calling us on **0345 303 1756.** 

If you cancel your policy within 14 days of your cover start date or the date you receive your policy documents (whichever is later), we'll return the premium you paid us in full, as long as you haven't made any claims. If you cancel your policy after that time, as long as you haven't made any claims since the policy started, we'll refund any premium paid for the remaining term of the policy, less an administration fee of £25 plus Insurance Premium Tax.

#### How to make a claim

To make a Legal Expenses claim, please call **0345 878 5024**.

To make a Cyber claim, please call 0330 100 3432 or email new.loss@hsbeil.com.

To make any other claim, please call us on **0345 303 1753**.

#### How to complain

If you need to complain, please call us on **0800 051 0538 or 01239 636 082**. If your complaint is about a claim, please call your claims handler, whose details will be shown on your claims documents. If you'd prefer to write, please address your letter to:

Claims complaints - The Technical Operations Manager at the address shown on your claims documents For all other complaints - The Customer Relations Team at Direct Line For Business, Churchill Court, Westmoreland Road, Bromley, BR1 1DP.

If we can't settle the matter with you, you can refer your complaint to The Financial Ombudsman Service (FOS) at Exchange Tower, London E14 9SR. Phone 0800 023 4567 or 0300 123 9123.

### **Details about our regulator**

Direct Line for Business policies are underwritten by U K Insurance Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms, is <a href="https://www.fca.org.uk">www.fca.org.uk</a>, or you can call them on **0800 111 6768**.

### **Financial Services Compensation Scheme**

Under the Financial Services and Markets Act 2000, if a company becomes unable to meet all of its liabilities to policyholders, compensation may be available. Insurance is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, insurance is covered for 100% of the claim, without any upper limit. You can get more Information by asking us or visiting the Financial Services Compensation Scheme website <a href="https://www.fscs.org.uk">www.fscs.org.uk</a>.

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.

Direct Line Insurance policies are underwritten by U K Insurance Limited. Registered office: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England and Wales No. 1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Calls may be recorded.

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