

Shop and Salon Insurance



Summary of Cover

This is a summary of our Shop & Salon insurance policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you read the policy document carefully when you receive it. Your cover depends on the choices you have made. Your policy schedule document will show the items you have chosen to cover along with the cover limits.

What is Shop and Salon Insurance?

Shop and salon insurance is designed for small to medium-sized retail and beauty businesses, recognising that each has distinct insurance needs. It is offered as two separate products.

The shop product is suitable for a wide range of retail and online businesses, such as clothing stores or online computer parts retailers, and can include cover for buildings and contents. The salon product is tailored specifically to beauty businesses, with cover focused on services such as hairdressing and beauty treatments.

Property Damage (Core cover)

Cover for damage to your buildings (where selected), contents, machinery and plant or fixtures and fittings of your shop or salon. You choose whether you would like to insure your property on an Insured Events plus Accidental Damage or a Specified Insured Events basis.

Cover includes:

- ✓ **Specified Insured Events** - includes loss or damage from specific causes such as fire, lightning, explosion, aircraft, riot, civil commotion and malicious damage, earthquake, underground fire, spontaneous combustion, escape of water/oil, impact and theft or attempted theft.
- ✓ **Insured Events plus Accidental Damage** - Includes all of the above plus accidental damage
- ✓ **Property Cover** - covers loss or damage to your property at your premises or whilst temporarily removed within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the European Union, up to the sums insured shown in your schedule.
- ✓ **Automatic Buildings Increase** - Provides an automatic 20% increase to your Buildings Sum Insured (where cover is selected) at no extra cost, giving you an additional layer of protection.
- ✓ **Breakage of Glass** - Includes the cost of boarding up following damage to glass.
- ✓ **Increased Sums Insured** - Provides an uplift of 20%, or a minimum of £25,000, for your combined stock, contents and tenants' improvements sums insured, offering extra protection and flexibility at the time of a claim.
- ✓ **Loss of Money** - Covers loss of money from your premises during business hours, while in transit or in a bank night safe (up to £3,500), from a locked safe (up to £3,500), and after business hours when not in a safe or from your or your employee's home (up to £500).
- ✓ **Trades Samples and Goods in Trust** - Covers trade samples and goods held in trust up to your contents sum insured.
- ✓ **Seasonal Stock Increase** - Provides a 30% increase in cover for stock during seasonal periods.

Optional Covers - Includes options to extend cover to Buildings, Tenants' Improvements, Stock in Transit, Frozen Foods and Subsidence.

Significant **exclusions and limitations**

- X Wear and tear, gradual deterioration, faulty or defective design, materials or workmanship
- X Mechanical or electrical breakdown or derangement
- X Unexplained losses, fraud or dishonesty
- X Theft or attempted theft by any person lawfully on the premises, where you or your partners, directors, employees or household members are involved
- X Theft from any building not capable of being locked, or from open areas of the premises
- X Theft or attempted theft not involving forcible and violent entry
- X Loss of money not discovered within seven days of the loss, or as a result of clerical or accounting error or omission
- X Damage while your buildings are unoccupied due to escape of water from tanks and pipes, malicious persons (other than in relation to fire and explosion), or breakage of glass
- X Damage to your moveable property in the open caused by wind, rain, hail, sleet, snow, flood or dust
- X Changes in the water table and frost damage
- X Damage more specifically insured by you or on your behalf
- X The first part of any claim (your excess).

Business Interruption Cover (Core cover)

Covering you for additional expenses incurred and a reduction in income caused as a result of an insured loss covered under the Property Damage Section.

Cover includes:

- ✓ **Standard Cover Limit** - A minimum cover limit of £1,000,000 with a standard 36-month indemnity period.
- ✓ **Additional Increased Costs of Working** - Up to £50,000, enabling you to incur reasonable extra expenses needed to maintain your business in the medium to long term.
- ✓ **Suppliers' Premises** - Up to £50,000 for damage at your suppliers' premises.
- ✓ **Lottery Win** - Up to £50,000 for the cost of replacing employees following a lottery win.
- ✓ **Loss of Book Debts** - Up to £50,000 for loss of book debts where business records are lost, destroyed or damaged due to an insured event.
- ✓ **Enforced Closure** - Up to £50,000 for enforced closure due to a specified disease occurring at the premises or within five miles of its boundary.
- ✓ **Telecommunications Failure** - Up to £50,000 for accidental failure of telecommunications at the premises lasting at least 24 hours.
- ✓ **Utilities Failure** - Up to £50,000 for accidental failure of electricity, gas or water at the premises lasting at least 30 minutes.
- ✓ **Denial of Access** - Up to £50,000 for damage to property or premises within one mile of your premises that causes a loss of income as a result of a reduction in customers visiting the area.
- ✓ **Property in Transit** - Up to £50,000 for damage to your property while in transit.

Optional Cover - Includes the option to extend cover to include Book Debts, and Loss of Licence.

Significant **exclusions and limitations**

- X Losses excluded under the Property Damage Section
- X Erasure or distortion of data caused by damage to the equipment on or in which the data is processed or recorded
- X Any policyholder who has agreed to a voluntary arrangement for a composition of debts or a scheme of arrangement in accordance with the Insolvency Act 1986, has made an application under the Insolvency Act 1986 for the appointment of an administrator, or has had a winding up order made or an administrative receiver, provisional liquidator or receiver appointed
- X In respect of enforced closure due to a specified disease, any costs incurred for cleaning, repair, replacement, recall or checking of property are not covered.

Terrorism (Core cover)

Covering loss or damage and business interruption as a result of an Act of Terrorism, where the event is certified as such by HM Treasury.

Cover includes:

- ✓ **Acts of Terrorism** - for the purpose of this cover Acts of Terrorism is defined as acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of HM Government in the United Kingdom or any other government de jure or de facto

Significant **exclusions and limitations**

- X Riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power

Employers' Liability (Core cover)

Providing protection against your legal liability for bodily injury to your employees, up to a limit of indemnity of £10,000,000, including costs and expenses.

Cover includes:

- ✓ **Legal Defence Costs** - legal costs and expenses for defending prosecutions under relevant health and safety legislation, and for offences under the Corporate Manslaughter and Corporate Homicide Act 2007
- ✓ **Work Experience and Trainees** - cover extends to work experience placements and government scheme trainees
- ✓ **Overseas Working** - worldwide cover for employees normally resident in the United Kingdom who are temporarily working overseas
- ✓ **Court Attendance Costs** - up to £500 per day for court attendance at our request by any director, partner or employee

Significant **exclusions and limitations**

- X Work in or on, or travel to or from, any offshore installation or support vessel
- X Bodily injury to an employee carried in or on, entering or alighting from a vehicle where any road traffic legislation requires insurance or security
- X Terrorism cover is limited to £5,000,000 per event

Public and Products Liability (Core cover)

Protects you against your legal liability for bodily injury to third parties and damage to their property, including obstruction, trespass, nuisance, interference, wrongful arrest and eviction.

Cover includes:

- ✓ **Legal Liability Cover** - for leased and rented premises and wrongful eviction
- ✓ **Legal Defence Costs** - legal costs and expenses for defending prosecutions under all relevant health and safety legislation, any offence arising under the Corporate Manslaughter and Corporate Homicide Act 2007, any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990
- ✓ **Court Attendee Costs** - up to £500 per day for court attendance at our request by any director, partner or employee
- ✓ **Overseas Cover** - personal liability of employees and directors working overseas
- ✓ **Contingent Motor Liability** - liability arising from the use of vehicles not owned by you within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- ✓ **Personal Effects** - employees' and visitors' personal belongings

Extended Cover - for salon-based trades, cover can normally be extended to include professional treatments provided

Significant **exclusions and limitations**

- X Work in or on, or travel to or from, any offshore installation or support vessel
- X Exposure to, or inhalation of, or fears of the consequences of exposure to or inhalation of, Asbestos
- X Costs for removing, repairing, replacing, recalling, rectifying, reinstating or managing property due to the presence of Asbestos
- X Pollution unless caused by a sudden, identifiable, unintended and unexpected incident
- X Liquidated damages, penalty clauses, fines or punitive damages
- X Loss of or damage to property in your custody or control or to products supplied
- X Bodily injury or property damage arising from professional neglect, errors, omissions or advice given on your behalf
- X Recalling or making refunds in respect of products supplied
- X The first £250 of each and every claim for loss of or damage to hired or rented premises
- X Terrorism cover is limited to £2,000,000 per event

Commercial Legal Protection (Core cover)

Protection for legal costs and expenses arising from specified civil and criminal incidents in connection with your business.

Cover includes:

- ✓ **Property Protection** - protection for civil action following an event causing or likely to cause physical damage to your property, or nuisance or trespass
- ✓ **Legal Defence** - defence for you or an employee acting on your behalf if any criminal action (non-motor) or certain civil action is taken against you in connection with your business, including prosecutions under health and safety and data protection legislation
- ✓ **Contract Disputes** - cover for disputes relating to agreements for the purchase or sale of goods or services where the amount in dispute exceeds £250, provided the claim is made within 90 days of the amount becoming due
- ✓ **Debt Recovery** - cover for negotiating your legal rights to recover money and interest due from the sale or provision of goods or services where the amount exceeds £250 and the claim is made within 90 days
- ✓ **Tax Protection** - representation in investigations or appeals relating to tax enquiries, employer compliance disputes or VAT disputes connected to your business
- ✓ **Employment Disputes and Compensation Awards** - defence of legal rights under employment legislation and payment of compensation awards following a successful action by an employee or prospective employee
- ✓ **Service Occupancy** - cover to negotiate your legal rights against an insured person or former insured person to recover possession of premises owned by you or for which you are responsible
- ✓ **Bodily Injury** - cover to negotiate your, your employees' or family members' legal rights following bodily injury (non-motor related) which occurs in connection with the business
- ✓ **Statutory Licence Protection** - appeal to the relevant statutory or regulatory body, court or tribunal following the suspension, revocation, change or refusal to renew your statutory licence

Significant **exclusions and limitations**

- X In respect of Legal Defence – Criminal Prosecution and/or Disciplinary Hearings, any claim which leads to the insured person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle
- X In respect of Contract Disputes, the cover, claims process or settlement payable under an insurance policy, or the recovery of money and interest due from another party, other than where they intimate that a defence exists
- X In respect of Contract Disputes, disputes with an insured person or former insured person relating to their contract of employment with you, or disputes arising from a breach or alleged breach of professional duty by an insured person or former insured person
- X In respect of Debt Recovery, the settlement payable under an insurance policy, or the recovery of money and interest due from another party where they intimate that a defence exists
- X In respect of Tax Protection, claims caused by your failure to register for Value Added Tax and/or PAYE
- X In respect of Tax Protection, claims arising from investigations by HM Revenue and Customs Special Investigations Section, Special Civil Investigations, Criminal Investigation Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue and Customs Prosecution Office
- X In respect of Employment Disputes, any claim for damages for personal injury or loss of or physical damage to material property
- X In respect of Service Occupancy, any claim relating to defending your legal rights other than defending a counter claim
- X In respect of Bodily Injury, any claim relating to any illness or bodily injury which develops gradually or is not caused by a specific or sudden incident, or an insured person's injury or death in a motor vehicle whilst being driven by an insured person or their family members
- X In respect of Statutory Licence Protection, any licence appeal which relates to the ownership, driving or use of a motor vehicle
- X Costs and expenses where prospects of success do not exist for the duration of the claim
- X Claims which are not reported within 180 days of you becoming aware of an incident
- X Any costs and expenses incurred before the written acceptance by us or the claims administrator of a claim
- X Compensation awards unless you have followed the advice of the legal helpline or the Advisory, Conciliation and Arbitration Scheme (ACAS) code of Disciplinary Practice and Procedures in Employment
- X Costs and expenses in respect of redundancies, unless you have followed the advice of the legal helpline prior to serving notice of dismissal

Employee Dishonesty (Optional Cover)

Cover for your business against loss of money or other property caused directly by fraud or dishonesty committed by your employees, up to a limit of £25,000.

Cover includes:

- ✓ **Audit Costs** - the costs of professional audit fees, incurred with our consent to substantiate the amount of any claim, up to £2,500

Significant **exclusions and limitations**

- X Loss caused by any employee whom you do not have the right to supervise or direct, loss occurring after your discovery of actual or suspected dishonesty of the employee, or loss which is covered under Property Damage cover items Money and Assault
- X Consequential Loss
- X The first part of any claim (your excess)

Personal Accident (Optional Cover)

Cover is provided for partners, principals, proprietors and employees up to the age of 85 against accidental bodily injury. This cover operates on an unnamed persons basis and applies 24 hours a day.

Cover includes:

- ✓ **Death and Capital Benefits** - £5,000 per unit of cover
- ✓ **Temporary Total Disablement** - £50 per week per unit of cover
- ✓ **Temporary Partial Disablement** - £25 per week per unit of cover
- ✓ **Flexible Cover Levels** - a maximum of ten units of cover can be taken per person

Significant **exclusions and limitations**

- X Disability due to a gradually operating cause
- X Suicide or attempted suicide
- X Deliberate exposure to danger
- X The insured person's own criminal act or being declared in a state of insanity
- X Taking part in certain hazardous activities
- X The effects of alcohol or drugs (other than as prescribed by a doctor) or any treatment for drug addiction

Additional Benefits

- **Counselling service** - for you as a policyholder and your employees
- **Aviva Risk Management Solutions** - <https://www.aviva.co.uk/risksolutions>

Aviva Risk Management Solutions (ARMS) is a dedicated service to help UK businesses manage their risks - helping to keep them compliant, prevent loss and ultimately control cost.

ARMS offer a wide range of training and consultancy services from simple loss prevention advice through to bespoke on-site consultancy and offer generous discounts off a menu of products and services to help prevent accidents and losses occurring and protect businesses via our Specialist Partner Network.

- **Aviva Businesslaw** - <https://avivabusinesslaw.farill.io/>

This service (provided by ARAG UK) and powered by Farillio is built specifically to help businesses manage a wide range of business and legal issues.

Where am I covered?

This will depend on the product and choices you have made. Please refer to the policy booklet for details of where you are covered.

When and how do I pay?

Payment options should be discussed with your insurance adviser. Payment options are shown at time of purchase.

What are my obligations?

This is a summary of your main obligations under the policy.

- You must make a fair presentation of the risk to us, which includes telling us of any circumstances which we would take into account in our assessment or acceptance of this insurance. If you fail to make a fair presentation of risk this could affect the extent of cover provided or invalidate your policy.
- You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy.
- You must take all reasonable precautions to prevent loss or damage, and comply with any security or other loss prevention conditions in your policy documents.
- You must notify us promptly of any event which might lead to a claim and follow the claims procedure set out in your policy.
- For further details and any specific obligations relating to your trade or business activities following our assessment of your risk, please refer to your policy documents.

How long does my Aviva Business Insurance run for?

Your policy will remain in force for 12 months from the date of commencement (or as otherwise shown on your Schedule) and for any period for which you renew the policy, as long as you continue to pay your premium.

How do I cancel the contract?

You can cancel your policy at any time during your period of cover, subject to the notice period shown in your policy. To cancel your policy, please contact your insurance adviser.

How to Claim

Should you need to make a claim under this policy, please contact us using the telephone number shown below:

- 0800 015 1498

In all cases, please quote your policy number.

How do I make a complaint?

If for any reason you are unhappy with the product or service, please get in touch as soon as possible. For contact details and more information about the complaints procedure please refer to your policy documents.

Where a complaint cannot be resolved to your satisfaction you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567 or visit their website at **www.financial-ombudsman.org.uk**, where you will find further information.

Would I receive compensation if Aviva were unable to meet its liabilities?

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See **fscs.org.uk**

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. For our joint protection telephone calls may be recorded and/or monitored.