



## MOBILITY RETAILERS POLICY SUMMARY

This is a summary of the 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. If you require any more detailed information please contact **BJK Insurance Brokers** at 2<sup>nd</sup> Floor, Devonshire House, Riverside Road, Pottington Business Park, Barnstaple, Devon EX31 1EY – Tel: **01271 346711** – Fax **01271 323677**.

### **Name of the Insurer**

The insurer of the policy is CGU Insurance PLC trading as Norwich Union.

### **Type of Insurance and Cover**

This policy provides a comprehensive range of covers, specifically tailored to meet the needs of the Mobility Equipment Retail industry. The policy also offers the flexibility to select from a range of optional covers and services

### **Key Covers, Features and Exceptions**

Your policy includes the following key covers, features and exceptions, which are detailed in your policy documentation

## Core Covers

<b>Cover, Features and Benefits</b>	<b>Exceptions and Limitations</b>
<p><b>Property Damage</b></p> <p>Cover for your buildings and contents – Specified Contingencies and All Risks.</p> <p><b>Specified Contingencies</b> – includes loss or damage from specific causes – fire, lightning, explosion, earthquake, aircraft, riot, civil commotion, strikes, locked-out workers, persons taking part in labour disturbances or malicious persons, storm or flood, escape of water from any tank apparatus or pipe, falling trees or radio/TV aerials, impact, leakage of fuel, theft or attempted theft.</p> <p><b>All Risks</b> – includes all of the above plus accidental damage.</p> <p>The cover extends to include:</p> <ul style="list-style-type: none"> <li>• Temporary removal of contents anywhere in the European Union up to 15% of the sum insured or £2,500 which ever is the lower</li> <li>• Seasonal increase of 25% for stock</li> <li>• Changing locks following theft of keys up to £1000</li> <li>• Trade samples or goods held in trust up to £500</li> <li>• Glass (including boarding up costs)</li> </ul> <p>Cover can be extended to include Terrorism and/or Subsidence, ground heave and landslip</p>	<p><b>Please refer to the Property Damage section of the policy booklet</b></p> <ul style="list-style-type: none"> <li>• Wear and tear, gradual deterioration, faulty or defective design, materials or workmanship</li> <li>• Mechanical or electrical breakdown or derangement</li> <li>• Unexplained losses, fraud or dishonesty</li> <li>• Theft or attempted theft by any person lawfully in the premises, where you or your partners, directors, employees or household members are involved or from any building not capable of being locked</li> <li>• Theft or attempted theft not involving entry into or exit from buildings by forcible or violent means</li> <li>• Damage due to escape of water from tanks and pipes, malicious persons (other than fire and explosion) or breakage of glass in respect of buildings which are unoccupied</li> <li>• Damage to moveable property in the open by wind, rain, hail, sleet, snow, flood, dust</li> <li>• Changes in the water table and frost damage</li> <li>• The first part of any claim (your excess).</li> </ul>
<p><b>COVER, FEATURES AND BENEFITS</b></p> <p><b>Money and Assault</b></p> <ul style="list-style-type: none"> <li>• Loss of money belonging to your business:</li> <li>• From your premises during business hours – £1,500</li> <li>• Whilst in transit or in bank night safe – £1,500</li> <li>• From your home or employees home – £500</li> <li>• From a locked safe – £1,500 limit</li> <li>• After business hours not in a safe – £500</li> <li>• From gaming machines – £500</li> <li>• Bodily injury to you or your employees as a result of assault or attempted assault whilst carrying money belonging to your business.</li> <li>• Maximum payable £10,000</li> </ul>	<p><b>EXCEPTIONS AND LIMITATIONS</b></p> <p><b>Please refer to the Money and Assault section of the policy booklet</b></p> <ul style="list-style-type: none"> <li>• Shortage due to clerical or accountancy errors</li> <li>• Loss due to the fraud or dishonesty of any employees not discovered within seven working days</li> <li>• Loss from unattended vehicles</li> <li>• Losses arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.</li> </ul>

<p><b>COVER, FEATURES AND BENEFITS</b></p> <p><b>Business Interruption</b>  Interruption to your business following an insured loss under the Property Damage section, which results in reduced income and increased running costs.  The cover extends to include:</p> <ul style="list-style-type: none"> <li>• Enforced closure due to notifiable infectious disease at the premises. Limit £25,000</li> <li>• Damage to property in the vicinity of the premises which hinders or prevents access to the premises</li> <li>• Damage at your suppliers premises, Limit £25,000</li> <li>• Accidental failure of telecommunications at the premises lasting at least 24 hours, Limit £2,500</li> <li>• Accidental failure of public supplies of electricity, gas or water lasting at least 30 minutes</li> <li>• Damage to your property while in transit in Great Britain or Northern Ireland, Limit £5000</li> <li>• Loss of book debts as a result of your business records being lost, destroyed or damaged due to an insured event</li> </ul> <p>Cover can be extended to include terrorism cover.</p>	<p><b>EXCEPTIONS AND LIMITATIONS</b></p> <p><b>Please refer to Business Interruption section of the policy booklet</b></p> <ul style="list-style-type: none"> <li>• Losses excluded under the Property Damage section</li> <li>• If your business is wound up or carried on by a liquidator or receiver or is permanently discontinued.</li> </ul>
<p><b>COVER, FEATURES AND BENEFITS</b></p> <p><b>Employers' Liability</b></p> <p>Protection against your legal liabilities for bodily injury to your employees up to a limit of indemnity of £10,000,000 including costs and Expenses.  Cover includes:</p> <ul style="list-style-type: none"> <li>• Legal costs and expenses in defending prosecutions under all relevant health and safety legislation</li> <li>• Worldwide cover for employees normally resident in the UK who are temporarily working overseas</li> <li>• Work experience and government scheme trainees</li> </ul>	<p><b>EXCEPTIONS AND LIMITATIONS</b></p> <p><b>Please refer to the Employers' Liability section of the policy booklet</b></p> <ul style="list-style-type: none"> <li>• Cover for acts of terrorism is limited to £5,000,000 per event</li> <li>• Work in or on or travel to or from any offshore installation or support vessel</li> <li>• Bodily injury to an Employee carried in or on, entering or alighting a vehicle or where Road Traffic Act legislation applies.</li> </ul>

<p><b>COVER, FEATURES AND BENEFITS</b></p> <p><b>Public and Products Liability</b></p> <p>Protection against your legal liability for bodily injury to third parties and damage to their property, including obstruction, trespass, nuisance, interference, wrongful arrest and eviction.</p> <p>The cover extends to include:</p> <ul style="list-style-type: none"> <li>• Contingent motor third party liability arising out of the use of vehicles not owned by you within the UK</li> <li>• Liability arising out of hiring, borrowing, using mobility scooters, wheelchairs and other related equipment causing bodily injury and/or property damage following your negligence or fault of the product.</li> <li>• Employees' and visitors personal effects</li> <li>• Personal liability of employees and directors whilst they are overseas on your business</li> <li>• Liability for loss of or damage to premises hired or rented to you for the purpose of your business.</li> <li>• Legal costs and expenses in defending prosecutions under all relevant health and safety legislation</li> </ul>	<p><b>EXCEPTIONS AND LIMITATIONS</b></p> <p><b>Please refer to Public and Products section of the policy booklet</b></p> <ul style="list-style-type: none"> <li>• Cover for acts of terrorism is limited to £2,000,000 for any one event.</li> <li>• Loss or damage to property in your custody of control or to products supplied</li> <li>• All costs and awards relating to bodily injury and or property damage of third parties caused by the actions of a customer whilst hiring, borrowing or using mobility scooters, wheelchairs and other related equipment.</li> <li>• Pollution unless caused by a sudden and identifiable incident</li> <li>• Work in or on or travel to or from or within or products supplied to any offshore installation or support vessel</li> <li>• Liquidated damages, penalty clauses, fines or punitive damages</li> <li>• The first £250 of each and every claim for loss of or damage to premises hired or rented</li> </ul>
<p><b>COVER, FEATURES AND BENEFITS</b></p> <p><b>Commercial Legal Protection</b></p> <p>Protection for legal costs and expenses arising from specified civil and criminal incidents in connection with your business.</p> <ul style="list-style-type: none"> <li>• Employment Disputes and Compensation Awards – defence of your legal rights under employment legislation and following a successful action by an employee, prospective, alleged or ex-employee we will pay any compensation award made</li> <li>• Legal Defence – defence for you or an employee acting on your behalf if any criminal action or certain civil action is taken against you for any non-motor related incident arising in connection with the business. Including prosecution under health and safety legislation and data protection rules.</li> <li>• Property Protection – protection for civil action following any event causing or likely to cause physical damage to your property or any nuisance or trespass.</li> <li>• 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.</li> <li>• Tax Protection – representation in appeal</li> </ul>	<p><b>EXCEPTIONS AND LIMITATIONS</b></p> <p><b>Please refer to the Commercial Legal Protection section of the policy booklet</b></p> <ul style="list-style-type: none"> <li>• In respect of civil cases, the cover is subject to the case having prospects of winning or making a successful defence</li> <li>• Claims must be reported within 180 days of you becoming aware of an incident</li> <li>• Any costs and expenses incurred before the written acceptance by us or the claims administrator of a claim</li> <li>• In respect of compensation awards you must follow the advice of the legal helpline or the Advisory, Conciliation and Arbitration Scheme (ACAS) code of Disciplinary Practice and Procedures in Employment for cover to be effective</li> <li>• In respect of redundancies you must follow the advice of the legal helpline prior to serving notice of dismissal</li> <li>• The first £200 of each and every claim in respect of aspect enquires</li> <li>• Claims caused by your failure to register for Value Added Tax and any investigations by the Inland Revenue Special Investigations Section or Special Compliance Office</li> <li>• Investigations by HM Customs into alleged dishonesty or criminal offences</li> </ul>

<p>proceedings with the Inland Revenue in a full or aspect enquiry following your corporation tax self-assessment return and appeal proceedings with HM Customs and Excise in respect of Value Added Tax due.</p> <ul style="list-style-type: none"> <li>• Contract Disputes – cover to negotiate disputes relating to a contract you have entered into with a customer or supplier for the purchase or sale of goods or service where the amount in dispute exceeds £250.</li> <li>• Tenancy Disputes – negotiating your legal rights in a tenancy dispute between you and your landlord not relating to rent, service charges or renewal of the agreement.</li> <li>• Statutory Licence – appeal to the relevant statutory or regulatory body, court or tribunal following the suspension, revocation, change or refusal to renew your statutory licence.</li> <li>• Debt Recovery – cover to negotiate your legal rights including enforcement of judgement to recover money and interest due from a customer or supplier following the sale or provision of goods and services where the amount in dispute exceeds £250</li> </ul>	<ul style="list-style-type: none"> <li>• For contract disputes the first £500 of any claim where the amount in dispute exceeds £5,000</li> <li>• Any claim relating to the settlement under an insurance policy</li> <li>• For contract disputes and debt recovery, a claim must be made within 90 days of the money becoming due.</li> </ul> <p>The claims service for the Commercial Legal Protection section is administered by DAS Legal Expenses Insurance Company Ltd on our behalf.</p> <p>If a solicitor is required to deal with your legal problem, DAS will appoint one from their approved panel. These solicitors have been carefully chosen as experts in the areas of the law covered by the policy and are required to comply with strict service standards.</p>
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## Optional covers

<b>Cover, Features and Benefits</b>	<b>Exceptions and Limitations</b>
<p><b>Employee Dishonesty (optional)</b></p> <p>Protection for your business against losses caused directly by theft, fraud or dishonesty committed by your employees up to a limit of £25,000.</p>	<p><b>Please refer to the Employee Dishonesty section of the policy booklet</b></p> <ul style="list-style-type: none"> <li>• Losses supported solely by inventory or profit and loss calculations</li> <li>• Consequential losses, penalties and fines</li> <li>• An employee you do not directly supervise or is known to have been previously dishonest</li> <li>• The first part of any claim (your excess).</li> </ul>
<p><b>Personal Accident (optional)</b></p> <p>24 hour cover for you and your employees for accidental bodily injury resulting in death, permanent or temporary disablement. One unit of cover represents:</p> <ul style="list-style-type: none"> <li>• £5,000 for death and capital benefits</li> <li>• £50 per week for temporary total disablement</li> <li>• £25 per week for temporary partial disablement</li> </ul> <p>A maximum of ten units per person can be taken.</p>	<p><b>Please refer to the Personal Accident section of the policy booklet</b></p> <ul style="list-style-type: none"> <li>• Cover for acts of terrorism is limited to £1,000,000 per event and excludes harm by nuclear, chemical, biological and radiological means</li> <li>• Sickness, disease or any gradually operating cause</li> <li>• Suicide, attempted suicide or deliberate exposure to danger</li> <li>• Pregnancy or childbirth</li> <li>• Flying except while travelling in a aircraft of a recognised airline as a passenger</li> <li>• Accidents caused through participation in certain hazardous activities.</li> <li>• The effects of alcohol or drugs or any treatment for drug addiction.</li> </ul>

<p><b>Public Liability-Manual Work Away (optional)</b></p> <p><b>Cover, features and Benefits</b>  Protection against your legal liability for bodily injury to third parties and damage to their property, including obstruction, trespass, nuisance, interference, wrongful arrest and eviction in connection with manual work undertaken by you or an employee away from your premises.</p>	<p><b>Please refer to the Public Liability section of the policy booklet</b></p> <ul style="list-style-type: none"> <li>• Heat equipment must not be left unattended while hot, lit or switched on.</li> <li>• Failure or alleged failure or unsuitability of any fire or intruder alarm to perform its intended purpose.</li> <li>• Liability as a result of the use of heat equipment other than electric soldering, desoldering or aspirated irons.</li> </ul>
<p><b>Theft of stock in the open (optional)</b></p> <p>Theft cover extended for stock displayed outside your premises during normal business hours.</p>	<p><b>Please refer to the Property Damage section of the policy booklet.</b></p> <ul style="list-style-type: none"> <li>• Electric Mobility scooters and manual wheelchairs to be chained to a fixed building or object.</li> <li>• If chaining not available, battery and keys to be removed.</li> <li>• The first £500 of each and every claim for Theft of stock in the open.</li> </ul>
<p><b>Property in Transit (optional)</b></p> <p>Damage to property insured including tools and personal belongings while in Transit in Your own vehicle used in connection with the business including loading and unloading and while temporarily stored during Transit.</p> <p>The Maximum we will pay is £10000 in respect of any one Occurrence.</p>	<p><b>Please refer of the Property Damage section of the policy booklet.</b></p> <ul style="list-style-type: none"> <li>• Damage caused by or happening through defective or inadequate packing, existing or hidden defect in the property, deterioration or variation in temperature.</li> <li>• Damage to property while at exhibitions exceeding 7 days in duration.</li> <li>• Damage caused by theft or attempted of or from any unattended own vehicle to property tools or personal belongings unless you have ensured that All doors, windows and dther points of access have been locked where locks have been fitted. All Manufacturers security devices have been put in effect. The Keys have been removed form Unattended vehicles. From 9pm until collected the next day by you or Your Driver, the unattended Own vehicle is parked within a locked building of substantial construction, or parked within a locked compound surrounded by secure walls or fences</li> </ul>

<p><b>Theft of Equipment by Hirer (optional)</b></p> <p>Theft cover extended for theft of mobility scooters, wheelchairs and related equipment whilst on hire to a customer.</p>	<p><b>Please refer to the Property Damage Section of the policy booklet.</b></p> <ul style="list-style-type: none"> <li>• Two forms of ID required both with home address, one with photo identification.</li> <li>• Hire restricted to maximum 7 days.</li> <li>• The First £500 for each and every claim for Theft of Equipment by Hirer</li> </ul>
<p><b>Defective Workmanship (optional)</b></p> <p>Protection against your legal liability for bodily injury to third parties and damage to their property which arises in connection with the Servicing, Repair and Sale of goods. To the limit of the Policy Indemnity limit stated on your Schedule.</p> <p>Cover includes:</p> <ul style="list-style-type: none"> <li>• Legal Liability to pay compensation where goods and services provided by you are not of merchantable quality-up to £100,000 per claim.</li> <li>• Legal costs and expenses in defending prosecutions under Part II of the Consumer Protection Act 1987.</li> </ul>	<ul style="list-style-type: none"> <li>• Loss of damage to property belonging, loaned or hired by you.</li> <li>• Loss or damage to that part of any property being worked upon</li> <li>• Gradual Pollution or contamination</li> <li>• Express guarantees, warranties given by you.</li> <li>• Goods to be used in USA or Canada</li> <li>• The cost of replacing, repairing goods sold or supplied by you(except goods sold where damage to such is a direct result of work undertaken by you)</li> <li>• The cost of rectifying repairs or work done by you</li> <li>• The first part of any claim(your excess)</li> </ul>

### Duration of Policy

The Policy will remain in force for 12 months from date of commencement, or as otherwise shown on your policy schedule.

### Cancellation

There are no cancellation rights under this policy.

### How to Claim

If you need to make a claim please call BJK Insurance Brokers during office hours on 01271 345005, outside of business hours please call Norwich Union on 0845 015 1498. Please have your policy number to hand when calling.

### Our Service to You

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance please contact **BJK Insurance Brokers**, 2<sup>nd</sup> Floor Devonshire House, Riverside Road, Pottington Business Park, Barnstaple, Devon EX31 1EY who have arranged the policy for you, or **Norwich Union, Milford House, Pynes Hill, Exeter, Devon EX2 5TH.**

Norwich Union are covered by the Financial Ombudsman Service for complaints from private individuals, certain small businesses, charities and trusts. If you have complained to Norwich Union and they have been unable to

resolve your complaint, you may be entitled to refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

**Financial Services Compensation Scheme**

Norwich Union are covered by the Financial Services Compensation (FSCS). If they are unable to meet your obligations you may be entitled to compensation from the scheme, depending on the type of insurance and circumstance of any claims.

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BJK Insurance Brokers is a trading name of Giles Insurance Brokers Limited.  
Giles Insurance Brokers Ltd is authorised and regulated by the Financial Services Authority.  
The Financial Services Authority does not regulate all forms of the products and services we provide.