

SUMMARY OF COVER

This information is only a summary of the cover available. If you require any more detailed information, please contact **BJK Insurance Brokers Ltd at Devonshire House, Riverside Road, Pottington Business Park, BARNSTAPLE, Devon, EX31 1EY - Tel: 01271 346711 - Fax: 01271 323677.**

SHOPMOBILITY INSURANCE

The Shopmobility scheme insurance arrangements available to affiliated members of a National Federation of Shopmobility provides Public Liability insurance with an option to select from a menu of covers consisting of :

- Material Damage
- Extended Cover
- Money
- Employers Liability
- Personal Accident
- Goods In Transit
- Glass

Where Material Damage cover is selected an automatic free extension of cover for additional cost of working expenses incurred after the operation of an insured event - Limit **£5,000.**

MATERIAL DAMAGE

Provides cover for your contents and equipment whilst at your premises in respect of loss or damage caused by Fire, Lightning, Explosion, Aircraft, Riot, Malicious Damage, Storm, Flood, Escape of Water, Sprinkler Leakage, Impact, Earthquake, Subterranean Fire, Falling Trees, Falling Aerials, Escape of Oil, Theft involving entry to or exit from the premises by forcible and violent means and Accidental Damage. Cover includes theft by hirer.

You will be responsible for the first £100 of any claim arising out of each and every loss.

During business hours and where there is a responsible person attending the premises cover is extended to include equipment outside or adjacent to the premises awaiting loan or hire. Cover will be conditional on the keys being removed from the said equipment and kept in a place of safekeeping within the office. This cover also applies to equipment temporarily parked by user, (provided keys are removed – see 'Extensions of Cover').

NOTES:

- (i) **BUILDINGS** includes landlord's fixtures and fittings, outbuildings, extensions, walls, gates and fences.

The buildings sum insured should represent the total rebuilding cost of the property including an allowance for landlord's fixtures and fittings, boundary walls gates and fences, outbuildings, extensions, etc, non-recoverable VAT, architects' surveyors' and consulting engineers' fees, the cost of debris removal and of meeting public authority requirements.

- (ii) **TENANTS IMPROVEMENTS** are improvements and decorations which you own or for which you are responsible.

If you are not responsible for insurance of the buildings you can insure any improvements made by you as tenant under this item, including decorations or any landlord's fixtures and fittings for which you are responsible.

MATERIAL DAMAGE (continued)

(iii) The **MINIMUM LEVEL OF SECURITY** clause applies as follows:-

In respect of theft or attempt thereof at the Shopmobility Unit overnight or whilst unattended it is a condition precedent to our liability that the following "Minimum Level of Security" was in place and in operation at the time of the loss:

DOORS	all external doors (and internal doors leading to other premises not in your sole occupation)
ALUMINIUM DOORS	cylinder mortise deadlock
OTHER DOORS	mortise deadlock conforming to BS3621 with boxed steel striking plate of a minimum 6 inches in length
DOUBLE DOORS	key-operated locks or bolts must be fitted top and bottom to the first closing leaf in addition to a lock as described above to the second closing leaf
WINDOWS	all external basement, ground floor and other accessible (accessible being adjacent to roofs, fire escapes, downspouts) windows, fanlights or skylights which were originally constructed to open: - key-operated window locks OR - solid steel bars (not less than $\frac{3}{4}$ inch diameter and not more than 5 inches apart) securely fixed to the brickwork or masonry surrounding the window

In respect of fire exits agreement should be sought from the Fire Prevention Officer.

Any alternative fastenings or protections, however, must be agreed by the Insurers.

(iv) **SUM INSURED/BASIS OF SETTLEMENT**

It is most important that your sum insured is sufficient, as the penalties of under-insurance can be severe. If you are under-insured you may not be able to replace your property, as any claims settlement will be reduced in direct proportion to the degree of under-insurance.

Buildings

The sum insured should represent the **total rebuilding cost of the property**, not forgetting gates, fences and boundary walls. **Do not use the market value.** You should allow for any VAT which may become payable on the reconstruction following damage and also include any fees which might be incurred, e.g. architects' and surveyors' fees, legal charges, the cost of removing debris and of meeting EC legislation and public authority requirements.

For claims the basis of settlement for buildings will be the cost of repair or replacement as new.

Contents

The sum insured should represent the **full cost of replacement as new**. Claims will be settled on a 'new for old' basis.

MATERIAL DAMAGE (continued)

Extensions of cover include:

- **Temporary Removal**
Scooters and wheelchairs **under hire or loan** are held covered for the risks insured away from the premises and anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man while such property is in the custody of a registered user. Further in this extension of cover theft or attempted theft shall not be consequent on entry to or exit from the premises by forcible or violent means.
- **Theft Damage to Premises**
Damage to the fabric of the premises for which you are responsible caused by theft or attempted theft involving actual or attempted entry to or exit from the premises.
- **Theft of Keys**
The reasonable cost necessarily incurred in replacing locks at the premises including locks of safes or strongrooms in the premises following the loss of keys by theft involving forcible and violent entry to or exit from the premises or from your home or the home of any director employee or authorised volunteer authorised to hold such keys - Limit: £750
- **Hired In Property**
Contents hired in for the purposes of the business for which you are responsible - Limit: **£5000**

Principle Exclusions

- wear and tear
- faculty design
- corrosion rust and rot
- mechanical or electrical breakdown

ADDITIONAL COST OF WORKING

Where the Material Damage section is in force the policy automatically provides cover, without charge, for Additional Cost of Working.

This will provide for an indemnity in respect of additional expenditure incurred to minimise the disruption and resume normal working after the operation of an insured event.

The limit of indemnity provided is **£5,000** and the indemnity period provided is **12 months** - the indemnity period would be the time required to return the business to normal.

EXTENDED COVER

Extended loan or hire of scooters or wheelchairs to registered users anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man and for up to 60 days in any one period of insurance anywhere in Europe whilst such property is in the custody of the Insured an employee or duly authorised volunteer of the Insured or a registered user.

You will be responsible for the first £100 of any claim arising out of each and every loss.

MONEY

Non-negotiable money £250,000

Other money:

A limit of £250, £500 or £1000 may be selected for Other money *

• In transit, in a bank night safe or on the premises during business hours	} selected limit	*
• In a locked safe outside business hours		*
• Money in collection tins and envelopes		£50
• Any other loss		£250

NOTES:

- 1 “**NON-NEGOTIABLE MONEY**” is defined as crossed cheques (other than pre-signed blank cheques) crossed postal orders cross money orders crossed bankers drafts National Savings certificates Premium Bonds stamped National Insurance cards credit and debit card sales vouchers and unused credit on postal franking machines.
- 2 “**BUSINESS HOURS**” are defined as any time the premises are open for activities and attended by an authorised person.
- 3 **MONEY IN THE CUSTODY OF INDIVIDUAL COLLECTORS** shall be limited to £250 up to a maximum period of 24 hours.

Principle exclusions

- Money left in unattended vehicles
- Losses during transit by unregistered post
- Losses whilst the money is in the custody or control of a professional carrier
- Losses due to accounting/clerical errors.

PUBLIC LIABILITY

Provides for your legal liability in respect of accidental bodily injury to third parties or damage to their property plus legal costs and expenses.

You may choose an indemnity limit of either **£2,000,000 or £5,000,000**.

EMPLOYERS' LIABILITY

Provides for your legal liability for accidents to or illness of employees (including voluntary workers under your direct supervision) sustained during the course of their employment.

Limit of Indemnity **£10,000,000 including costs and expenses**

We will supply a Certificate of Insurance as required by the Employers' Liability (Compulsory Insurance) Act 1969 and this should be displayed in a prominent place.

PRODUCTS LIABILITY

Provides for your legal liability in respect of accidental bodily injury to third parties or damage to their property caused by goods sold or supplied plus legal costs and expenses.

The limit of indemnity will be the same as that selected for Public Liability but will be the maximum payable in any one period of insurance.

Features include:

- **Hirers Indemnity**
Cover extends to include the hirer’s liability arising from the use of manual or electric wheelchairs and/or motorised scooters.
- **Health and Safety at Work**
Legal costs and expenses incurred in defending a prosecution under the Health & Safety at Work etc Act 1974.
- **Motor Contingent Liability**
Covers your liability following accidents caused by the use of motor vehicles which are not your property and are not provided by you but which are being used in connection with your business anywhere in the UK. Liability arising under the Road Traffic Acts is excluded.
- **Unsatisfied Court Judgments**
Offers indemnity in respect of non-payment of awards made against third parties in favour of an insured employee.
- **Data Protection Act**
This provides cover for any compensation or defence costs in respect of your liability under the Data Protection Act 1984.
- **Leased and Rented Premises**
Your legal liability for damage to rented and leased premises.

PERSONAL ACCIDENT

Insured Persons - all employees and volunteers

Benefits payable are as follows:-

<u>Death</u>	<u>Loss of Limb(s) or Loss of Eye(s)</u>	<u>Permanent Total Disablement</u>	<u>Temporary Total Disablement</u>
£5,000	£5,000	£5,000	£50 per week

Cover applies whilst the insured person is working in the business only.

Benefit is not payable for the first seven days following injury.

GOODS IN TRANSIT

Provides cover for your goods whilst in transit in the private vehicles of staff and voluntary workers and in respect of vehicles hired in or owned by Shopmobility and which are driven by staff or voluntary workers. Cover includes whilst being loaded and unloaded from the vehicle used for transit. Cover is operative anywhere in the United Kingdom.

You will be responsible for the first £100 of any claim arising out of each and every loss.

Principle exclusions

- Damage to property on open vehicles caused by the weather unless the property is suitably protected
- Damage caused by theft or attempted theft when the property is in open vehicles
- Theft or attempted theft from any unattended vehicle unless all doors windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys removed from the vehicle
- Theft or attempted theft from any unattended vehicle unless during the hours of 9 p.m. to 6 a.m. such vehicle is housed in a securely locked building or guarded security park.

GLASS

Covers

- (i) all fixed interior and exterior glass including lettered glass and mirrors
- (ii) sanitary fixtures
- (iii) signs

for which you are responsible.

You will be responsible for the first £100 of any claim arising out of each and every loss. Cover will be based on the reasonable cost of reinstatement.

Principle exclusions:

- Breakage of glass while not fixed
- Disfiguration

LAW APPLICABLE TO THE POLICY

This policy shall be governed by and construed in accordance with the law of England and Wales unless your habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

CUSTOMER CARE

It is always our intention to provide a first class standard of service. However, if you have any cause for complaint you should in the first instance contact either **BJK Insurance Brokers Ltd, Devonshire House, Riverside Road, Pottington Business Park, BARNSTAPLE, North Devon, EX31 1EY**, who have arranged the policy for you, or the Manager of the Ecclesiastical Schemes Department at **Beaufort House, Brunswick Road, Gloucester, GL1 1JZ**.

Should the matter not be resolved to your satisfaction, please write to: **The Chief Executive, Ecclesiastical Insurance Group, Beaufort House, Brunswick Road, Gloucester GL1 1JZ**.

Should you remain dissatisfied, you have the right to contact the Consumer Information Department of the **Association of British Insurers** for assistance. The address is: **51/55 Gresham Street, London, EC2V 7HQ**.

Following these procedures will not affect your right to take legal action.

LEGAL EXPENSES SECTION

This cover has been arranged in conjunction with DAS Legal Expenses Insurance Company Limited.

In the areas following, we will resolve an insured legal problem, either ourselves or through external lawyers and other experts that we will appoint.

Significant exclusions:

External costs are limited to £50,000 and this includes opponent's costs.

Excluding cases where it is unlikely that the insured person will recover damages or make a successful defence of their claim.

Excluding costs incurred before DAS agrees to accept a claim.

Excluding claims reported 180 days before you should have known about the insured incidents

Excluding incidents happening before the policy starts

Unless DAS agrees to start court proceedings or there is a conflict of interest, DAS is free to choose a representative to help the insured person

Employment Disputes

We will defend your legal rights in a dispute with an employee arising from their dismissal or redundancy, or from any other issue relating to their contract of employment.

Cover includes defence of your legal right against prospective employees under the Race Relations Act 1976

Significant exclusions:

Excluding disputes in the first 3 months of this cover being provided.

Excluding, if the dispute arises within the first 6 months of cover being provided, any dispute with an employee who was subject to a warning within the 6 month period before cover started.

Excluding disputes arising under the Transfer of Undertakings (Protection of Employment) Regulations 1982 or the Acquired Rights Directive 2001 and any amending legislation.

Employment Compensation Awards

Pays compensation awards made at Tribunal in favour of ex-employees or prospective employees, provided DAS have accepted a claim under the Employment Disputes cover.

Significant exclusions:

Limit £1,000,000 for all claims in any one period of insurance

Excluding claims where established disciplinary procedures were not followed.

Legal Defence

Defence of criminal prosecutions arising from your business activities, also for civil actions in respect of the following:

Data Protection Act, Wrongful arrest for theft, Unlawful discrimination, Pension fund disputes.

Significant exclusions:

Motoring or parking offences

Property Protection

We will pursue claims following damage to your property. Cover extends to include problems such as nuisance and trespass.

Significant exclusions:

Excluding damage to motor vehicles

Bodily Injury

We will pursue claims for accidental death or physical injury to you or your employees or authorised volunteers.

Significant exclusions:

Excluding accidents involving motor vehicles

Tax and VAT

We will represent your rights throughout an investigation by HM Revenue and Customs into your business accounts (& PAYE or Social Security contributions). We will also represent your right in appeals against VAT assessments.

Significant exclusions:

Excluding dishonesty or criminal offences

Cover is limited to £2,000

Cover applies to "aspect enquiries" (as opposed to "full" enquiries)

Excluding the first £200 of external costs