

## POLICY SUMMARY – RETAIL INSURANCE

The information provided in this Policy Summary is important information which you should read carefully. It will help you to assess if the Policy is likely to meet your own particular requirements. This Policy Summary does not contain the full terms and conditions of your Gable Insurance Policy. The full terms and conditions can be found in the policy document, a copy of which is available from your broker upon request. The Policy Period is detailed in your Schedule. The Policy is normally valid for 12 months and renewable annually. The Policy is a complex document and contains a large number of specific terms relevant in specific circumstances. Many of these terms may however be extended, curtailed or removed in individual cases, depending on the nature of the risks being insured and those covers requested. The Policy may also contain warranties describing actions that you must take or avoid for any cover to operate. Any special clauses and warranties which have been applied to this Policy will be shown in the Schedule.

### SECTION ONE - PROPERTY DAMAGE

Significant Features and Benefits

Cover is on a Fire, Specified Perils and Accidental Damage basis:

#### Significant Exclusions or Limitations

- Damage to fences and gates caused by frost storm flood or change in water table level
- Damage caused by theft or attempted theft not involving violent and forcible entry or exit
- Damage caused by wear & tear
- Damage caused by theft or attempted theft not involving violent and forcible entry or exit
- Damage to Stock caused by storm tempest escape of water from any tank apparatus or pipe unless placed on racks at least fifteen centimetres above floor level

The first £500 for each loss (or as shown in the schedule) except where the subsidence ground heave and landslip option is insured, when the excess will increase to £1,500 for each loss (or as shown in the schedule)

#### Insured Property

##### Buildings (if insured)

- Option to include subsidence ground heave and landslip

##### Contents

- Extensions
- Replacement locks and keys following theft up to £500
- Contents when temporarily removed for cleaning, renovation, repair or similar purposes
- Breakage of Glass

### SECTION TWO – BUSINESS INTERRUPTION

#### Significant Features and Benefits

Cover is for

- **Loss of Gross Profit**

Or alternatively if selected

- **Loss of Gross Revenue**

Resulting from Damage covered under Section One.

#### Significant Exclusions or Limitations

As per Section 1

## **SECTION THREE - MONEY AND ASSAULT**

### **Significant Features and Benefits**

#### **Cover is for:**

- **Money in transit**, in the premises during business hours and in any bank night safe covered to £3,000
- **Money in safe** outside business hours covered to £1,000
- **Bodily injury** as a result of assault, robbery or hold-up

#### **Significant Exclusions or Limitations**

- **Money in transit** is only covered subject to limits and numbers of people escorting it. (See Accompaniment warranty)
- Loss of money arising from the acts of dishonesty by an employee not discovered within 7 days

## **SECTION FOUR - LIABILITY**

### **Sub Section 1 - Employer's Liability**

#### **Significant Features and Benefits**

##### **Cover is for Your legal liability in respect of injury to an employee arising out of employment and**

- associated costs
- Significant Exclusions or Limitations
- The Policy does not
- include any manual work undertaken abroad
- Offshore Work
- Road Traffic Act Liability
- Asbestos And Terrorism restrictions – Limit of Indemnity shown in the Schedule or £5,000,000 whichever the less

### **Sub Section 2- Public Liability**

#### **Significant Features and Benefits**

##### **Your legal liability arising from Accidental Injury or damage to property supplied.**

#### **Significant Exclusions or Limitations**

- Employers Liability
- Liability arising from professional advice given (excludes treatments)
- Liability from products guarantees and recall
- Liability arising from Products sold in the United States and Canada
- Public and Products Liability arising out of computer programming
- Damage caused as a result of mould or the removal of certain hazardous building materials, or injury caused to any closely related person

### **Sub Section 3 – Products Liability & Treatment Extension**

#### **Cover is for Your legal liability for accidental Injury or damage to property arising from Products Supplied in or from the Territorial Limits**

#### **Significant Exclusions or Limitations**

- Employers Liability
- Replacement reinstatement rectification repairing recalling or guaranteeing of Products Supplied
- Professional advice (other than for treatments)
- Liability arising out of computer programming
- Property Damage Excess as shown in the schedule

## **Liability Cover Extensions**

- Overseas Liability – trips abroad
- Cover is for directors and employees on business trips for personal liability
- Data Protection Act 1998
- Cover is for damages and costs incurred under Section 13 of the Act
- Special Condition and Exclusion to Sub Sections 2 and 3
- Asbestos exclusion

## **SECTION FIVE - BOOK DEBTS**

### **Significant Features and Benefits**

**Cover is for Loss of outstanding debts that you are unable to trace following damage covered under Section One**

- Significant Exclusions or Limitations
- Books of account must be kept in fire resisting safes or cabinets when not in use
- Any special clauses & warranties which have been applied to this insurance Policy, will be shown in the schedule

## **SECTION SIX – GOODS IN TRANSIT**

### **Significant Features and Benefits**

**Cover is for Damage to business property whilst in transit and certain other additional costs.**

### **Significant Exclusions or Limitations**

- Theft from unattended vehicles, after last business transit of the day, unless vehicle in a locked building or compound.
- Theft from unattended vehicles during working hours unless all the vehicle's doors and windows and other means of access are securely fastened and locked

## **SECTION SEVEN – DETERIORATION OF STOCK**

### **Significant Features and Benefits**

**Cover is for Deterioration or putrefaction of Stock in the cold chamber of any machine specified in the schedule due to**

- Rise or fall in temperature resulting from a cause not excluded
- Due to action of refrigerant fumes escaping from the machine (not being over 15 years old)

### **Significant Exclusions or Limitations**

- Damage by fire and perils
- Deliberate act of withdrawal of electricity supply by authorities
- Loss of goodwill or consequential loss
- Excess £250 or the amount shown in the schedule

## **SECTION EIGHT - TERRORISM (if Insured)**

### **Significant Features and Benefits**

**Cover is for Damage to Property and Loss of Gross Profit/Gross Revenue due to Acts of Terrorism**

## **GENERAL EXCLUSIONS**

In addition to the Significant Exclusions and Limitations shown in each Section, General Exclusions also apply to the Policy with respect to War, Terrorism, Sonic Boom, Radioactive Contamination, Data and Pollution.

General Conditions

Reasonable Precautions

You will take all reasonable steps to protect the property, prevent accidents, and comply with laws, bye laws or regulations, and take reasonable care in the selection and supervision of Employees

For more information on policy coverage and exclusions please refer to the full policy wording which is available from us upon request.

## LEGAL EXPENSES – (If Insured)

The policy is designed to cover the cost of Professional Fees charged by a claims handler, solicitor or accountant following a specific occurrence, provided that cover for that occurrence is detailed within the policy wording and is not specifically excluded within the policy schedule issued.

## SIGNIFICANT FEATURES AND BENEFITS

The policy includes the following features (unless specifically excluded by the policy schedule issued), which are fully explained in detail in the policy wording. The claim limits provided will be shown on the policy schedule issued.

## CLAIM LIMITS

Any One Claim £100,000 / Any One Period of Insurance £250,000

Unless detailed otherwise below.

Section of Cover	Cover Provided	Specific Section Exclusions <b>(Please note that this only shows the significant exclusions and reference should be made to the policy wording for a definitive list)</b>
<b>Employment Disputes</b>	Defence of a contract of employment dispute with an employee.	Any dispute arising within the first 90 days of the first period of insurance (unless you had equivalent cover immediately prior to inception of this insurance) extended to 180 days where this involves redundancy or existing disciplinary issues.  Where you have failed to contact the legal advice line and followed their advice prior to taking action against an employee including changing the terms and conditions of their employment.  Where any grievance dismissal or appeal being the subject of the dispute was not carried out in accordance with good HR practice and current employment legislation.
<b>Employment Awards</b>	Payment of any compensatory award arising from the judgement of an Employment Tribunal.	Cover does not apply to the payment of wages or where the grievance, dismissal or appeal was not carried out in accordance with good HR practice and current employment legislation.
<b>Legal Defence</b>	The cost in defending the employer, employees, directors or partners for prosecutions connected to normal business activities in a court of criminal jurisdiction, other than in connection with a motor vehicle.	Any claims relating to motor bikes/vehicles.  Any prosecution where the Policyholder does not have adequate policies and systems in place.  Any Professional Fees where the Insured Person fails to apply, submit or comply with a Representation Order.

<b>Data Protection</b>	Under the Data Protection Act 1998, defending civil actions, the serving of enforcement, de-registration or transfer prohibition and appealing against the refusal to register an application.	
<b>Contract Disputes</b>	Costs in relation to a dispute with a customer or supplier in respect of a contract for the sale, hire, supply or purchase of goods and services.	The first 10% of Professional Fees incurred. Where the amount in dispute is less than £250.
<b>TAX, VAT, PAYE &amp; NIC Investigations</b>	Comprehensive enquiries or in depth investigations of your tax affairs, including Aspect enquiries above £100.00, VAT Disputes, PAYE Disputes and NIC Disputes.	Any dispute arising within the first 60 days of the first period of insurance (unless you had equivalent cover immediately prior to inception of this insurance).
<b>Property Protection</b>	The pursuit of civil claims against others responsible for damage to your property. In addition, civil action between You and Your landlord under the terms of a lease or tenancy agreement applying to your business premises.	Any dispute arising within the first 90 days of the first period of insurance (unless you had equivalent cover immediately prior to inception of this insurance).  Any dispute with local or government authorities.
<b>Licence Protection</b>	Costs of an appeal or representation to the relevant authority where your licence has been suspended, revoked or renewal has been refused and such licence is necessary for you to continue in your business.	Refusal to grant an initial licence.
<b>Jury Service and Attendance Expenses</b>	The actual loss of salary or wages for time off work to attend any court or tribunal in connection with a case covered by this insurance or a court for jury service provided the amount shall not exceed £100 per person per day and up to a maximum of £1,000 per claim.	We do not cover the first 5 days of such service.
<b>Legal Advice Helpline Service</b>	Free access to legal advice & assistance.	The helpline can provide general advice only and cannot assist with complex legal matters which may require the review of documentation and is not intended to replace the services of a solicitor.



## **SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS (Legal Expenses Section)**

The policy will exclude claims where the incident falls outside of the scope of cover provided by the policy wording or where this is subject to a specific exclusion or limitation. Please refer to the policy wording for full details. The most significant or unusual exclusions or limitations are outlined below.

- If you can convince us that there are sensible prospects of being successful in your claim and that it is necessary for Professional Fees to be paid we will take over the claim on your behalf appoint a specialist of our choice to act on your behalf.
- We may limit the Professional Fees that we will pay under the policy where we consider it is unlikely a sensible settlement of the claim will be obtained, the potential settlement amount of the claim is disproportionate compared with the time and expense incurred in pursuing or defending the claim or where there are insufficient prospects of obtaining recovery of any sums claimed.
- Where it may cost us more to handle a claim than the amount in dispute we may at our option pay to you the amount in dispute which will then constitute the end of the claim under the policy.
- If Legal Proceedings have been agreed by us you may at that stage decide to nominate and use your own solicitor or indeed, you may wish to continue to use our own specialists. If you decide to nominate your own solicitor we must agree this in advance and you will be responsible for any Professional Fees in excess of those which our own specialists would normally charge us (Details are available upon request).
- At conclusion of the claim if you are awarded any costs (not your damages), these must be paid to us.
- Please note that if you should engage the services of a solicitor prior to making contact with us any costs that you incur are not covered by this Insurance.
- This is a policy where you must notify us during the period of insurance and within 30 days of any circumstances which may give rise to any claim under the policy. Failure to do so could mean that we decline to pay a claim for your Professional Fees.
- The jurisdiction and territorial limits of the policy is The United Kingdom.
- In the event that you make a claim under this policy which you subsequently discontinue due to your own disinclination to proceed, any legal costs incurred to date will become your own responsibility and will be required to be repaid to the insurer.
- We do not provide cover for any matter in respect of which an Insured Person is entitled to Legal Aid.
- We do not cover any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products.

## **EMERGENCY ASSISTANCE FOR RETAILERS (if Insured)**

### **Significant Features & Benefits**

The policy includes the following features (unless specifically excluded by the policy schedule issued), which are fully explained in detail in the policy wording. The Claim Limits provided will be shown on the policy schedule issued.

### **CLAIM LIMITS**

Any one claim £150 / Per period of insurance £300

## SECTIONS OF COVER

Section of Cover	Cover Provided	Specific Section Exclusions  (Please note that this only shows the significant exclusions and reference should be made to the policy wording for a definitive list)
<b>Plumbing and Drainage</b>	1) Damage to or failure of the plumbing and drainage system damage where internal flooding or water damage is likely consequence. 2) Blocked toilet. 3) Blocked external drains within the boundaries of the property where this can be resolved by jetting.	Any replacement of water tanks, cylinders and central heating radiators; external WC's; external pipes, taps and overflows not causing internal water damage.
<b>Internal Electricity, Gas, and Water Supplies</b>	Electricity failure of at least one complete circuit, gas leak and water supply system failure.	Any repair work to or the cost of replacing lead pipework. All external lighting.
<b>Security</b>	Damage or failure of an external lock, door or window.	Any claim for failure or damage to internal locks, doors, glass, external garages or outbuildings.

### SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS

The policy will exclude claims where the incident falls outside of the scope of cover provided by the policy wording or where this is subject to a specific exclusion or limitation. Please refer to the policy wording for full details. The most significant or unusual exclusions or limitations are outlined below. The policy covers emergency situations only. It does not cover circumstances more properly handled by your Household Insurer.

Please note if you engage the services of a contractor direct, cover will not apply. All claims must be reported to the Claims Notification Helpline Service who will arrange to send a contractor.

Where it is not possible to validate your claim at the time of initial notification, you will be required to leave either credit or debit card details which may be debited in the event that the cost of the call-out and any subsequent repairs are not covered by this insurance.

# About our Insurance Services

## 1. The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. It requires us to give you this document. Use this information to decide if our services are right for you.

## 2. Whose products do we offer?

We offer products from a range of insurers for Business and landlord Insurances.

We only offer products from a limited number of insurers for Personal Insurance contracts.

We will be happy to provide a list of Insurers for each product type on request.

We only offer products from a limited number of insurers for Legal Expenses Insurance.

## 3. Which service will we provide you with?

We will advise and make a recommendation for you after we have assessed your needs.

You will receive advice or recommendations from us. We would never just ask questions to narrow down the selection of products that we will provide details on and leave you to make your own choice about how to proceed.

## 4. What will you have to pay us for our services?

You will receive a policy document and schedule which will detail any fees relating to your particular insurance policy.

## 5. Who regulates us?

Landlord Secure Ltd & 4BI (a trading style) is an Appointed Representative of a limited number of independent intermediaries. We are happy to give you full details of our principals upon request.

## 6. What to do if you have a complaint

If you wish to register a complaint, please contact us:

### ...In writing:

Landlord Secure Ltd (4BI) , Imperial House , Hornby Street, Bury. BL9 5BN

### ...By phone:

0161 883 0572

If you cannot settle your complaint with us, we will pass your complaint to the relevant principal firm. If they are unable to resolve your complaint they will then suggest you pass the matter onto the Financial Ombudsman Service.

## 7. Are we covered by the Financial Services Compensation Scheme (FSCS)?

You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

***Use of these complaint procedures does not affect your rights to take legal action through the courts.***



# Our Terms of Business

## Important information to Clients

Landlord Secure Ltd and 4BI are completely Independent Insurance Consultants specialising in Commercial, Landlord and personal insurance products (A full list is available upon request). We are authorised representatives for various principals who are regulated by The Financial Conduct Authority. Full details of our principal firms are available upon request. We only place your cover with recognised and approved Insurers licensed to transact insurance in the UK. We aim to give a professional and independent service and will endeavour at all times to ensure that you are fully aware of the full policy covers and excesses. However, it is essential that you always help us in the following ways.

### Your Duty

Always declare the full material facts to your insurance. Examples of material facts are things such as previous losses (even if not claimed for), or changes to your circumstances that we were not aware of previously. Failure to disclose a material fact may invalidate your insurance. If you are unsure as to whether a piece of information is material or not, then disclose it to us and we will advise you for your own security and peace of mind. The Statement of Fact is the basis of the contract so you must always take care when completing the form to ensure that all questions have been answered fully. The responsibility for disclosing the information always rests with the Customer even if we assist with the completion of the form.

We will always tell you who the Insurer is and will disclose to you the cover details and any excesses or restrictions that might apply. The policies are detailed contracts so a summary can never cover all the points. You must therefore always check the policy and certificates when they arrive and read them carefully to ensure that the detail meets with your satisfaction. We will happily carry out any amendments if possible. If for any reason the policy fails to meet your needs entirely then, subject to the Insurers approval and provided there have been no claims, we will fully refund your premium to you including any fees or commissions earned. This is always provided that we are notified within 7 days of the policy being issued.

### Contracts

The entering into a contract of insurance is between the Insured and the Insurer. Landlord Secure Limited cannot be held responsible as a party to that contract. It is the responsibility of you, the Insured, to comply with all policy terms and conditions as set out by the Insurer and to declare to them all facts pertinent to the risks that they take on your behalf.

### Data protection

The information you provide to Landlord Secure Limited will be passed on to the relevant insurance companies so that they can provide you with insurance cover. Landlord Secure Limited and the relevant insurer may from time to time notify you of any further products and services, which they offer. At all other times Landlord Secure Limited will comply with the Data Protection Act for your protection. Landlord Secure Limited is registered under the Data Protection Act 1984 with the Office of the Data Protection Registrar, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.

### Privacy statement

Landlord Secure Limited is committed to respecting your privacy. We take seriously your need for reasonable control of personal information that you share with Landlord Secure Limited. Landlord Secure Limited may use your information to better understand your needs and provide you with better services. Landlord Secure Limited will not sell your personally identifiable information to others. Landlord Secure Limited may share your information with Insurers or other companies to whom it is essential to satisfy any instructions such as the arrangement of insurance policies. Landlord Secure Limited is committed to giving you the choice of whether or not your information can be used for additional purposes such as direct marketing.

### Security

Landlord Secure Limited is committed to ensuring the security of your information. Credit card and banking details are only used for processing payment and are not used for other purposes.

### Administration Charges

Landlord Secure Limited and/or its trading styles imposes additional administration charges which may apply to some activities other than claims.

These charges are as follows:

Duplicate full or part policy documentation.	£25.00
Replacement Certificate	£15.00
Cancellation Charge	£50.00 +Insurer's Charge as defined in policy wording
Returned/unpaid Cheques	£15.00

### Professional Fees & Charges

Our income generally is made by a combination of Commission payments from Insurers and Professional Fees. Any of our policy fees/administration charges will be disclosed in full automatically. There may be occasions where we receive no commission from the Insurers in which case all our income will be by a fee for our services paid by the client. If this situation arises we will fully confirm to you what our charge for our service is. Our charge will not exceed the standard level of commission which we would have received had commission been paid by the Insurer. **In the case of cancellation please note our Professional Fees are NON Refundable.**

### Claims

In the event of you requiring assistance please contact our claims department on 0161 883 0572 or alternatively check your policy wording to contact directly your Insurance company's claim department.

# Health and safety Advice for small/medium sized businesses

## How my insurer helps me manage my health and safety risk

Good health and safety standards help you to run your business successfully. Meeting the requirements of relevant regulation is a central factor in achieving this. Insurers recognise the wider benefits to society of encouraging businesses in following sensible, proportionate measures aimed at helping them to carry out their activities.

We are providing this information to help you take sensible steps to manage health and safety effectively.

Insurers will continue to settle legitimate claims. Insurers will also co-operate with businesses such as yours if you need to deal with the consequences of vexatious claims made against you.

Your insurer will always be willing to offer you guidance on what constitutes good practice in managing health and safety. This guidance should be aimed at improving the resilience of your business in dealing with civil law claims made against you, and will be proportionate to the level of risk involved.

## Employers' liability vs public liability – what's the difference?

Insurers provide cover for businesses' legal liabilities by issuing:

- Employers' liability policies – this covers employers for injury or disease to people they employ; and
- Public liability policies – this covers businesses for injury, disease or damage to people they do not employ, for example visitors.

## The law - the Health and Safety at Work etc. Act 1974

- This is the main law on health and safety and says that every employer is to ensure, so far as is reasonably practicable, the health and safety of employees and also persons not in their employment who may be affected by work activities.
- Your insurer expects you to take reasonable steps to comply with this requirement and other related regulations, using the guidance and tools provided by the Health and Safety Executive (or other competent organisations) to help with this aim. You can find more information at [www.hse.gov.uk/index.htm](http://www.hse.gov.uk/index.htm).
- Your insurer will not refuse to pay a claim purely because of a breach of health and safety regulations.
- Your insurer will not withdraw cover mid-term purely because of a breach of health and safety regulations.

## Who is an employee?

There are various forms of employment. Often a working individual may not be engaged under a contract of employment. For this reason, insurers include, under an employers' liability policy, a definition of who is to be treated as an 'employee'. A typical definition would be:

- Any person employed under a contract of service or apprenticeship;
- people on work experience schemes, for example, students;
- any person hired or borrowed from another employer including drivers or operators of hired in plant;
- labour only subcontractors; and
- home workers.

All these people are covered while working for and under your control in your business.

## Some common concerns - Documentation

- Insurers do not generally need you to show any formal evidence that you are keeping to health and safety regulations nor do they ask to see health and safety documents as a condition of granting insurance cover.
- However, although it is not a legal or insurance requirement to do so, good record keeping (for example, training records, written risk assessments etc.) may be useful if you need to defend a civil law claim.

## Written risk assessments

- If you employ fewer than five employees, there is no need for you to complete written risk assessments. However, although completing and recording risk assessments is not a legal or Insurance requirement, it may help in defending any civil law claims made against you.

## The role of health and safety consultants

- You do not need to hire a health and safety consultant. The law says that you must have access to competent health and safety advice – often, this is available from your own staff.
- If, however, the complexity or nature of your business indicates that you do need external support, your insurer will normally recommend that you use a health and safety consultant who is listed on the Occupational Safety and Health Consultants Register. You can get more information at [www.oshcr.org](http://www.oshcr.org).