



# Shops Policy Schedule

## Important Notice

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In response to market changes we have applied a Disease exclusion to your policy. Where you have business interruption or loss of rental income cover that included these covers we have also made changes to the Murder suicide or disease cover, the Bomb scare or unlawful occupation cover and any Denial of access (non damage) cover. If your policy did not include an Asbestos exclusion in respect of any public liability cover this may now have been added. Please read the endorsements that have been added to your policy carefully so that you can understand the changes made.

For a more detailed explanation of the changes made please see our Coronavirus hub which can be found at

<https://www.axaconnect.co.uk/coronavirus-hub/>

Your Broker will be able to help you with any queries you may have with regard to your cover.

## Data Protection Notice

You may be aware that the European Union has introduced a new Regulation, known as the General Data Protection Regulation (GDPR), which applies to every organisation handling personal data.

Under the new regulation, your rights as a customer have been updated and expanded. We have updated our privacy policy to explain these rights as well as other changes required by the regulation.

View our privacy policy online at [www.axa.co.uk/privacy-policy](http://www.axa.co.uk/privacy-policy) to find all about your rights, the information we collect on you and why. If you do not have access to the internet please contact us and we will send you a printed copy.

As a result of Terrorism changes introduced by Pool Re, we have updated some of the definitions and exclusions in your policy wording. From your renewal date, your policy schedule will show the new definitions and exclusions as endorsements.

## What's Changed?

Please check your policy for our new Electronic risks exclusion and Terrorism exclusions.

## If you have Terrorism cover

Your schedule will show if you have purchased Terrorism cover under your policy. We have also updated the definitions and exclusions within your Terrorism section to provide wider cover.

## IA1 INSURANCE ACT CHANGES TO POLICY CONDITIONS

The insurance provided by this policy is subject to the following clauses which will override and replace any conditions in the policy to the contrary.

Reference in this endorsement to we/our/us means AXA Insurance UK plc.

Reference to you/yours means The Insured named in the schedule of the policy.

## Application of Warranties



1. Any reference in the policy to the proposal form/statement of fact/ information provided, as being the basis of the contract is removed.

2. Any term which uses the word "warranty" or "warranted" wherever it may appear in your policy shall be construed as a suspensory condition. This means that we will have no liability under the policy to indemnify you after the term has been breached until the breach is remedied by you.

### **Conditions Precedent**

We will not rely on breach of a condition precedent to decline a claim if that condition was designed to reduce a loss of a particular kind at a particular location and/or at a particular time and you are able to prove that non-compliance with the condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **Fraudulent claims**

If any fraud is committed by you in relation to a claim under the policy then we will not pay that claim. We also elect to treat the policy as terminated from the date of the fraudulent act, in which case premiums are non-refundable.

### **Fair presentation of risk condition**

You have a duty to make a fair presentation of the risk which you wish to insure. This applies prior to the start of your policy, if any variation is required during the period of insurance and prior to each renewal. If you do not comply with this condition then

1. If the failure to make a fair presentation of the risk is deliberate or reckless we can elect to make your policy void and keep the premium. This means treating the policy as if it had not existed and that we will not return your premiums, or

2. If the failure to make a fair presentation of the risk is not deliberate or reckless and we would not have provided cover had you made a fair presentation, then we can elect to make your policy void and return your premium or

3. If the failure to make a fair presentation of the risk is not deliberate or reckless and we would have issued cover on different terms had you made a fair presentation of the risk then we can:

a. reduce proportionately any amount paid or payable in respect of a claim under your policy using the following formula. We will divide the premium actually charged by the premium which we would have charged had you made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or

b. treat your policy as if it had included the different terms (other than payment of the premium) that we would have imposed had you made a fair presentation.

4. Where we elect to apply one of the above then

a. if we elect to make your policy void, this will be from the start of the policy, or the date of variation or from the date of renewal.

b. we will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the policy, or the date of variation or from the date of renewal

c. we will treat the policy as having different terms imposed from the start of the policy, or the date of variation or from the date of renewal



depending on when the failure to make a fair presentation occurs.

## **Endorsement**

### **SN1 Sanctions condition**

The insurance provided by this policy is subject to the following clause.

Reference in this endorsement to we/our/us means AXA Insurance UK plc.

Reference to you/yours means The Insured named in the schedule of the policy.

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of your policy that we will not provide cover, or pay any claim or provide any benefit under your policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us, or our parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

### **Important helpline**

Please note the following changes to **your** legal and tax advice helpline.

#### **Legal and tax advice helpline 0330 024 5346**

**Our** confidential legal and tax advice helpline. Please quote AXA Commercial when **you** call.

### **Making a complaint**

The Legal and tax advice complaints, in the **Making a complaint** section is deleted and replaced by

#### **Legal and tax advice helpline complaints**

If **you** have a complaint about the legal and tax advice helpline you should contact Arc Legal Assistance Ltd.

Arc Legal Assistance Ltd  
The Gatehouse, Lodge Park  
Lodge Lane  
Colchester  
Essex  
CO4 5NE  
Tel: 01206 615000

**You** can also refer to the Financial Ombudsman Service (FOS) if you cannot settle **your** complaint with Arc or before they have investigated the complaint if both parties agree.

Arc are also covered by the Financial Services Compensation Scheme (FSCS).

### **Important notice for Legal expenses**

Your Data Protection cover under the Legal expenses section of this policy, has changed. Also, as a result of changes introduced by GDPR, we have added a Data Protection condition to your Legal expenses section. Please see endorsements below for full wording.



## **Indexation**

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To protect you against under-insurance, your sums insured have been index-linked. Where the following sections of your policy are in force, the undernoted percentage increases have been applied:

Section 2, 3, 4a and 7    1.1%

The revised amounts are shown in this schedule.

Index-linking cannot take into account any additional buildings extensions or contents you have acquired during the year of insurance unless you have told us about them separately.

Please let us know if any further increase is required as a claim may not be met in full if you are under insured.

## **Disclosure of Material Facts**

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Please ensure that you disclose any material facts which have changed since you last took out your policy or which you have changed since last renewal. Material facts are those which might influence our decision as to whether to renew your policy or impose special terms. If you are in doubt as to whether a fact is material, please let us know the details - failure to do so could result in all or part of the claims not being met.



## Details of Cover

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### PREMISE 1

Premises Address                             490a  
  Kings Road  
  London  
  SW10 0LF

#### Business Description

Florsits and floral displays for offices

#### Sums Insured

**Buildings** (Declared Value : £0)

Not Insured

Subsidence Extension

Not Insured

#### Contents

##### Trade Contents

Electronic Office Equipment

£ 0

Computer Equipment

£ 2,467

ATMs

£ 0

All Other Trade Contents Excluding Stock

£ 615

##### Stock In Trade

Wines and Spirits

£ 0

Tobacco Cigarettes and Cigars

£ 0

Video Tapes. DVD's and CD's

£ 0

All Other Stock

£ 2,467

Freezer Contents

£ 2,000

**Business Interruption** (Indemnity Period 12 months)

£ 500,000

Loss of Accounts Receivable

£ 10,000

**Loss of Licence**

£ 100,000

### PREMISE 2

Premises Address                             Unit 16  
  Glenville Mews  
  London  
  SW18 4NJ



## Business Description

Florsits and floral displays for offices

## Sums Insured

### Buildings (Declared Value : £0)

Not Insured

Subsidence Extension

Not Insured

## Contents

### Trade Contents

Electronic Office Equipment

£ 0

Computer Equipment

£ 0

ATMs

£ 0

All Other Trade Contents Excluding Stock

£ 1,337

### Stock In Trade

Wines and Spirits

£ 0

Tobacco Cigarettes and Cigars

£ 0

Video Tapes. DVD's and CD's

£ 0

All Other Stock

£ 8,606

Freezer Contents

£ 2,000

### Business Interruption (Indemnity Period 12 months)

£ 500,000

Loss of Accounts Receivable

£ 10,000

Loss of Licence

£ 100,000

## Cover applying for all locations:

### All Risks Specified Items

Not Insured

## Business Liability

Public and Products Liability Limit of Indemnity

£ 5,000,000

Employers Liability Limit of Indemnity

£10,000,000

Number of Full Time Employees  
Part time employees are counted  
as 0.5 of a Full-Time Employee

6



## Optional Covers

Goods In Transit	£ 2,000
Computer Breakdown	Not Insured
Theft By Employees	Not Insured
Terrorism	Not Insured
Legal Expenses	
Any One Claim	£ 50,000
Any One Period	£ 500,000

## Excesses Applicable to Your Policy

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Cover under the Building, Contents and All Risk Sections will be subject to the following excesses:

Storm	£ 300
Flood	£ 300
Escape of Water	£ 300
Malicious Damage	£ 300
Theft or Attempted Theft	£ 300
Accidental Damage	£ 300
Glass	£ 100
Legal Expenses	£ 250

## Endorsements Applicable to Your Policy

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### Policy Level

- TX1 TERRORISM EXCLUSION
- WR1 WAR AND NUCLEAR RISKS EXCLUSION
- E70 ELECTRONIC RISKS EXCLUSION
- L02 Data Protection Act
- L03 Data Protection condition
- L04 Data Protection definitions
- M01 MANSLAUGHTER COSTS EXTENSION
- 608 MEMORANDUM - NO CLAIMS DISCOUNT CONDITION
- DE1 DISEASE EXCLUSION
- DC1 MURDER SUICIDE OR DISEASE COVER AMENDMENY CLAUSE (2020)

### Premise 1

- BI1 MURDER SUICIDE OR DISEASE EXTENSION COVER AMENDMENT CLAUSE (2007)

### Premise 2

- BI1 MURDER SUICIDE OR DISEASE EXTENSION COVER AMENDMENT CLAUSE (2007)

Please see Appendix for full wordings.



## **What You Need to Do**

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We recommend that you read this Schedule along with your policy to ensure that it meets your requirements. If you have any queries please contact us or your Insurance Adviser.

Please keep this Schedule safely with your Policy documents.

## **Contact Details**

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### **Your Broker**

CIC INS SERVS LTD  
THE OLD BANK, STATION HILL  
COOKHAM  
MAIDENHEAD  
BERKSHIRE  
SL6 9BT

### **AXA Branch**

SPIRIT South  
Partner Centre PO Box 7061  
WILLENHALL  
WV1 9ZQ

### **AXA Insurance UK plc**

Registered in England and Wales No. 78950. Registered Office: 5 Old Broad Street, London, EC2N 1AD.

A member of the AXA Group of Companies.

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

In order to maintain a quality service, telephone calls can be monitored or recorded.





AXA Insurance UK plc  
Registered Office  
5 Old Broad Street  
London EC2N 1AD  
Registration  
England and Wales  
No.78950

## CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE(a)

*(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policyholder employs persons covered by the policy)*

<b>POLICY No</b>	<b>SS SHO 2462127</b>
<b>1. NAME OF POLICYHOLDER</b>	<b>Amanda Austin Flowers Ltd</b>
<b>2. DATE OF COMMENCEMENT OF INSURANCE POLICY</b>	<b>14/10/2020</b>
<b>3. DATE OF EXPIRY OF INSURANCE POLICY</b>	<b>13/10/2021</b>

We hereby certify that subject to paragraph 2 :-

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain **(b)** Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney; and
2. (a) the minimum amount of cover provided by this policy is no less than £5 million **(c)**

Signed on behalf of AXA Insurance UK plc (Authorised Insurer)

**Claudio Gienal**  
CEO AXA UK & Ireland

### Notes

- (a)** *Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.*
- (b)** *Specify applicable law as provided for in regulation 4(6) of the Regulations.*
- (c)** *See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.*

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