

Complete Retailer

# Essential Business Insurance

## Your policy details

including policy summary (pages 1-10)



Lloyds TSB | for the journey...

This is a Policy Summary only and does not contain full terms and conditions of the contract of insurance. Some of the covers will only apply if you have chosen to take the option selected. Full terms and conditions can be found in the policy documents, a copy of which is available on request.

## What is Complete Retailer?

Complete Retailer is designed to cover the assets, earnings and the legal liabilities of your business. It is underwritten by Allianz Insurance plc.

Complete Retailer has seven core sections and two optional sections. It is intended for independent shopkeepers, franchised retailers, restaurants and wine bars.

Complete Retailer also includes a legal expenses section, which will cover the legal costs if you have a legal dispute. The types of legal dispute you will be covered for and the amounts we will pay (the limit of indemnity) are described in this summary and in the policy wording. These costs are insured by Allianz Legal Protection, part of Allianz Insurance plc.

Complete Retailer includes access to a 24-hour legal advice service.

## Will I have any cancellation rights?

You have a right to cancel the policy within a 14 day cancellation period and receive a return of any premiums paid, less an administration charge and an amount representing the cover you have received to date.

This is subject to certain terms, full details of which can be found in the policy wording, a copy of which is available on request.

## Please Read the Policy

Please read the policy and the policy schedule carefully on a regular basis and make sure that it meets your needs and that you understand its terms, conditions, limits and exclusions.

If you wish to change anything or if there is anything you do not understand please notify the Business Insurance Centre. If you fail to notify us your policy may not operate or not operate fully.

## How do I make a complaint?

Our aim is to get it right, first time, every time. If we make a mistake we will try to put it right promptly.

We will always confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will provide you with information about the Financial Ombudsman Service.

Please contact us at:  
Essential Business Insurance Centre  
PO Box 2934  
Bristol BS1 9ES

Alternatively phone: 0844 893 9590  
Email: [csm@essentialbusinessinsurance.co.uk](mailto:csm@essentialbusinessinsurance.co.uk)

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

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

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if we are unable to meet our liabilities. Further information about compensation scheme arrangements is available from:

Financial Services Compensation Scheme  
7th Floor, Lloyds Chambers  
Portsoken Street  
London E1 8BN  
Tel: 020 7892 7300  
Fax: 020 7892 7301  
Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)  
[www.fscs.org.uk](http://www.fscs.org.uk)

## Policy Duration

The policy has a 12 month period of insurance (unless shown differently on your policy schedule), and is annually renewable.

# Core Covers

## Trade Contents – Policy Section 1

### Significant Features and Benefits

Cover includes the following:

- Fire, lightning, explosion, aircraft, impact by vehicles, animals or falling trees, riot, civil commotion, malicious acts or vandalism
- Storm tempest or flood, burst water or oil tanks, apparatus or pipes
- Breakage or collapse of TV aerials
- Theft or theft damage following forcible and violent entry to or exit from the premises
- Hold-up involving violence to you or your employees
- Accidental damage and subsidence

Glass breakage cover including sanitaryware and shop front and the cost of boarding up broken or damaged glass

Clothing and personal effects up to £250 any one person and £100 any one pedal cycle

Cost of replacement of locks following theft of keys up to £1,000

Index linking – inflation adjustment in line with the Retail Price Index

20% seasonal increase in stock sum insured

Temporary removal for cleaning, renovation or repair of fixtures and fittings up to 10% of the sum insured

Automatic reinstatement of loss – sums insured are not reduced following a claim subject to payment of an additional premium

Damage by theft or hold-up – the cost of damage to the premises up to £25,000

Removal of debris – the cost of removal of debris up to £1,000

Underground services – the cost for repairing accidental damage to underground services

Blinds and non-illuminated signs up to £500

### Significant Exclusions or Limitations

- theft or theft damage not involving forcible and violent entry to or exit from the premises
- theft or theft damage involving any partner, director, employee or family member
- loss due to any person obtaining property by deception
- theft damage to tills or cash registers unless left unlocked when the premises are closed
- storm, tempest and flood damage to fences and gates and moveable property in the open
- error or omission or stocktaking shortages
- frost, wear and tear, gradual deterioration, inherent defect, depreciation
- rot, mildew, rust, corrosion, insects, woodworm, vermin
- dyeing, cleaning, repair, renovation, marring or scratching, faulty manipulation
- electronic, electrical or mechanical breakdown, failure or derangement
- faulty design, plan, specification or materials
- variations in temperature or humidity, change in colour, flavour, texture or finish
- subsidence cover excludes:
  - damage to surfaced areas, walls, gates and fences
  - coastal or river erosion
  - damage prior to the inception of cover
- pollution or contamination
- a maximum sum insured of £500,000 per location applies to Trade Contents
- £250 excess applies increasing to £500 for new ventures and a £1,000 excess applies for subsidence

#### Conditions

- Property in any basement or sub-basement must be kept at least 10 centimetres above floor level.

## Money and Personal Assault – Policy Section 2

### Significant Features and Benefits

Crossed cheques and other non-negotiable money – maximum limit £250,000

Cash and other negotiable money:

- on the premises during business hours, in transit or in a bank night safe – maximum limit £10,000
- in a locked safe at the premises out of business hours – maximum limit £10,000 subject to satisfactory safe
- out of safe outside business hours in the premises – maximum limit £500
- in the personal custody of you or an employee – maximum limit £300

Theft or theft damage to any safe

Personal Accident Assault – If you or your partners, directors or employees are attacked during theft or attempted theft of money whilst on business:

- Death, loss of limb, loss of sight and permanent total disablement £25,000
- Temporary total disablement £50 per week (up to 104 weeks)
- Temporary partial disablement £25 per week (up to 104 weeks)
- Victim care (professional counselling fees for emotional stress) £1,000 any one incident, £5,000 in total
- Clothing or personal effects up to £250

National Lottery Scratch Cards within the premises or in a locked safe up to £800

Pay As You Go Mobile Phone Vouchers within the cash till or in a locked safe up to £800.

### Significant Exclusions or Limitations

- loss due to the dishonesty of any employee not discovered within 15 days
- loss from any unattended vehicle
- personal assault benefits to any person aged under 16 or over 70 years
- Nil excess applies

#### Conditions

- Whenever the premises are closed for business the safe keys must be removed from the premises
- money in transit other than by a security organisation or by registered post must be accompanied by two able-bodied adults when in excess of £3,000 and three able-bodied adults when in excess of £6,000
- you must keep a written record of all property insured and all money in safes

# Core Covers (continued)

## Goods in Transit – Policy Section 3

### Significant Features and Benefits

Loss or damage to your business goods whilst in transit including loading and unloading by any vehicle owned or operated by you. Sum insured is selectable from £2,500 up to a maximum of £10,000.

### Significant Exclusions or Limitations

- loss or damage due to:
  - deterioration or inadequate packaging or addressing
  - delay or loss of market, depreciation or consequential loss
- theft from any vehicle left unattended, unless all points of access closed and secured by the locks and other protections fitted and all the keys are removed
- glass, livestock, precious metals or stones, jewellery, watches, furs, money, securities, stamps, documents, manuscripts, business books, plans or designs
- loss or damage outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands.

#### Conditions

- You must take all reasonable care in the selection of honest and competent employees.

## Deterioration of Stock – Policy Section 4

### Significant Features and Benefits

Loss of stock in any cold chamber or freezer by deterioration caused by a rise or fall in temperature as a result of damage to or a fault in the refrigeration machinery or accidental failure of the electricity supply.

Cover automatically allows for up to £1,000 stock in total contained in a maximum of five cold chambers or freezers. A higher limit is available on request.

### Significant Exclusions or Limitations

- failure of the public electricity supply due to drought or a deliberate act of the supplier
- loss or damage due to faulty packing or stowage, inherent defect or any normal trade loss
- Nil excess applies.

#### Conditions

- A maintenance contract must be in force for any cold chamber or freezer over 10 years old.

## Business Interruption – Policy Section 5

### Significant Features and Benefits

Covers loss of Gross Profit if the business is interrupted or interfered with as a result of loss or damage by any cause covered by the Trade Contents section

Book debts – £50,000 – outstanding debts that cannot be traced if your accounts are destroyed

Accountants charges incurred in connection with a claim

Denial of access – provides cover should property in the vicinity of your premises be damaged and access to your premises is prevented or hindered

Public utilities – provides cover arising from damage to property at the electricity station or sub- station gas or waterworks of the public supply undertaking

Specified Illnesses – loss due to any Specified Illnesses at the Premises or food or drink supplied from the Premises, the occurrence of a Specified Illness within a radius of 25 miles of the Premises, the discovery of an organism at the Premises likely to result in the occurrence of a Specified Illness, any occurrence of Legionellosis at the Premises, the discovery of vermin, pests, or defects in the drains which cause restrictions by order of the local authority, and murder or suicide at the premises. A limit of £5,000 applies due to costs incurred in cleaning and decontamination

Suppliers premises – provides up to £10,000 for interruption caused by damage at suppliers premises

Records – includes loss resulting from damage at premises to which books of accounts or other records are temporarily removed or whilst they are in transit.

### Significant Exclusions or Limitations

- exclusions as shown under the Trade Contents section
- the deliberate act of the electricity supplier in restricting the supply
- the connivance of any employee
- a limit of £600,000 applies with a 24 months indemnity period
- £1,000 excess applies to subsidence claims.

#### Conditions

- records to be maintained of customers accounts, and a copy kept away from the premises.

# Core Covers (continued)

## Liabilities – Policy Section 6

### Significant Features and Benefits

Public and Products Liability – covers your legal liability in connection with your business for:

- Accidental injury to members of the public or accidental damage to property not owned by you up to a selectable limit of indemnity of £2 million or £5 million any one claim
- Accidental injury or accidental damage caused by products supplied up to a selectable limit of indemnity to £2 million or £5 million any one period of insurance

Employers Liability – covers your legal liability to your employees for death or injury happening in the course of their employment with you up to £10 million any one claim

Personal and Guests' Effects – subject to a limit of £5,000 any one guest or visitor and £25,000 in any one period of insurance

Leased, Rented or Hired Premises – liability for damage to leased, rented or hired premises. Subject to a limit of £250,000 in any one period of insurance and £100 excess

Cover includes the legal liabilities of:

- Members of your canteen, social, sports or welfare organisation or ambulance, first aid or fire services
- Your partners, directors or employees
- Anyone you are carrying out work for under a contract in respect of that work

Health and Safety at Work Legal Defence costs – provides legal and other costs incurred in defending prosecutions

Contingent Motor Liability- covers you against liability for vehicles not owned or provided by you in connection with the business

Joint Insured – if more than one party is named as the Insured, the policy will cover them separately subject to the overall policy limit

Consumer Protection Act Legal Defence Costs – covers cost of defence of criminal proceedings up to £25,000

Court Attendance Compensation – covers attendance as a witness in connection with a claim. Limits are:

- £250 for each days attendance for partners and directors
- £150 for each days attendance for an employee

Treatment Extension Cover is available as an optional extension.

### Significant Exclusions or Limitations

- loss of or damage to property belonging to you or in your charge or control
- liability for loss or damage to anything sold, supplied, delivered, installed or erected
- the cost of recalling or refunding a defective product or rectifying faulty work
- liability arising out of ownership, possession or use of any mechanically propelled vehicle and attached trailer or water craft or aircraft
- liability arising out of error or omission in any advice, examination, prescription or treatment or from any goods dispensed, made up or manufactured by you
- products liability arising from:
  - any liability which attaches solely under the terms of an agreement
  - any product installed or incorporated in aircraft or spacecraft
  - loss or damage to computer media or data
  - exports to the USA or Canada
- any liability in respect of pollution or contamination:
  - in the USA or Canada
  - occurring elsewhere unless caused by a sudden and unintended incident
- fines, penalties or liquidated, aggravated, punitive or exemplary damages
- manual work outside of the EU
- work on an offshore installation or travel to or from
- injury to any employee where motor insurance is required by legislation.

## Legal Expenses – Policy Section 9

### Significant Features and Benefits

#### 1 Employment

Cover up to £100,000 for any one Event in respect of your legal costs to defend your legal rights in a dispute in an Employment Tribunal with a previous, present or prospective Employee and which arises out of or relates to a contract of employment or a breach of employment or discrimination legislation.

We will also cover Basic and Compensatory awards made against you or through a negotiated settlement with our agreement.

#### 2 Taxation proceedings

Cover up to £100,000 for any one Event in respect of your legal costs in an appeal against any terms and conditions put on you by HM Revenue and Customs after finishing a Full Enquiry into your most recent business accounts or returns for the following:

- PAYE tax arrangements
- Business tax arrangements
- VAT arrangements

#### 3 Criminal Prosecution Defence

Cover up to £100,000 for any one Event in respect of your legal costs to defend your legal rights after an event, which arises out of your normal business activities and results in criminal proceedings being brought against you.

#### 4 Damage to Premises

Cover up to £100,000 for any one event in respect of your legal costs if legal action is taken in a dispute relating to: Physical damage caused to your business premises, which results in proven financial loss to you.

### Significant Exclusions or Limitations

- The first £1,750 of any one claim.
  - Any dispute regarding an Event which happens within the first three months of the date this section starts.
  - Claims where you have not sought and followed the advice of the Lawphone Legal Helpline before making any changes to an Employees contract of employment or taking any disciplinary action against an Employee.
  - Any dispute with an Employee that you have given a verbal or written warning to in the six months leading up to the date this policy starts.
  - Any dispute arising under the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive.
  - Any dispute arising from any industrial dispute, industrial or labour arbitration or collective bargaining agreements.
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- The first £500 of any one claim.
  - Any costs to do with the normal reconciliation of your annual accounts and VAT returns
  - Taxation proceedings which arise out of deliberate or reckless or careless misstatements by the insured in returns or submissions made to the relevant authorities.
  - Taxation proceedings which arise out of a failure to observe statutory time limits or requirements.
  - The defence of any criminal prosecution
  - Any appeal following an Investigation by the Special Compliance Office of HM Revenue and Customs or the Special Investigations Section of HM Revenue and Customs.
  - Any Aspect enquiry by HM Revenue and Customs
  - Any IR35 by HM Revenue and Customs.
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- The first £500 of any one claim.
  - The defence of a prosecution relating to:
    - Taxation proceedings;
    - Allegations of fraud, theft or violence;
    - The ownership, possession or use of motor vehicles, aircraft, watercraft, trailers or caravans.
    - Pollution.
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- The first £500 of any one claim.
  - Disputes relating to mining or other subsidence or heave.
  - Disputes relating to rent or service charges, tax, planning or buildings regulations or decisions.
  - Disputes arising out of a contract you have with another person or organisation.
  - Disputes relating to owning, possessing, hiring or using aircraft, watercraft, motor vehicles, trailers or caravans.

# Core Covers (continued)

## Legal Expenses – Policy Section 9 (continued)

### Significant Features and Benefits

#### 5 Jury Service Allowance

Cover up to £5,000 for any one claim in respect of the salary or wages of an employee that you cannot get back from the court if that employee has to go to court for jury service.

**Additional Benefits applicable to all policyholders.**

#### Lawphone

Access to Lawphone to give advice, 24 hours a day, 365 days a year, on any business legal matter. We may record the calls to protect you.

#### Allianz Legal Online

Access to Allianz Legal Online which provides business support to help you produce legal paperwork in connection with your business.

### Significant Exclusions or Limitations

- Limit of £100 per day applies.

- Advice is only available over the telephone.

- This service is only available on the internet.

#### Section Exclusions

- Legal Expenses incurred without the insurers written consent.
- Awards of Compensation or Jury Service Allowance incurred before the Insurers written Consent and acceptance of a Claim.
- Claims which do not arise from or relate to the Business, other than Jury Service Allowance.
- Claims by the Insured Person in respect of any event occurring prior to or existing at inception or on or after renewal of this Section which they knew, or ought reasonably to have known about.
- Claims the Insured fail to notify to the Insurer within 6 months of the first occurrence that gives rise to the claim.
- Claims arising out of a deliberate or reckless act by the Insured Person or where they have failed to take reasonable steps to avoid, prevent or limit a loss.
- Any Claim where in the insurers opinion there are no Reasonable Prospects of a Satisfactory Outcome.
- Fines or other penalties imposed by a court, tribunal or regulator.
- Any Claim arising from or relating to an application for judicial review or other challenge to any legislation or proposed legislation.
- Any VAT attaching to Legal Expenses incurred with the Insurer's consent which is recoverable by the Insured Person from elsewhere.

# Optional Covers

## Buildings – Policy Section 7

### Significant Features and Benefits

All risks cover for buildings, including the cost of demolition, removal of debris, shoring or propping up, architects and solicitors fees

Loss or damage arising from subsidence, ground heave and landslip is available as a further optional extension.

### Significant Exclusions or Limitations

- theft or theft damage involving any partner, director, employee or family member
- loss due to any person obtaining property by deception
- £250 excess applies to claims caused by malicious damage, glass breakage, water damage, accidental damage, theft and impact
- storm, tempest and flood excludes damage to fences and gates and moveable property in the open
- pollution or contamination
- consequential loss
- £1,000 excess applies to subsidence claims under the optional cover extension.

## Loss of Licence – Policy Section 8

### Significant Features and Benefits

Covers loss of Gross Profit if the liquor or entertainment licence is forfeited, suspended or withdrawn or if the appropriate licensing authority refuses to renew the licence.

Alternatively if the premises are sold and fetch a lower amount because of the loss of licence the policy covers the reduction in value.

Sum insured is selectable up to a maximum of £250,000.

### Significant Exclusions or Limitations

- compulsory acquisition of the premises or town or country planning redevelopment
- failure to keep the premises open during permitted hours or to comply with requirements of the licensing authorities
- failure to maintain the premises in good sanitary and general repair
- alterations of the premises without the consent of the appropriate authority
- forfeiture, suspension or withdrawal of the licence caused by your failure to take reasonable action to maintain the licence
- loss arising from the loss of any extension to the normal opening hours

You must immediately notify us on becoming aware of any:

- complaint against the premises
- proceeding against the licence holder manager, tenant or occupier
- proposed transfer of the licence
- objection to renewal of the licence.

# Notifying a Claim

If an accident, loss or damage occurs or any circumstances arise which may cause a claim to be made:

- You should notify our claims handling centre
  - promptly, if an incident occurs that may lead to you making a claim
  - immediately, in the event of a serious accident, loss or damage
  - please provide your policy number and as much information as possible about the claim

## Legal Expenses Claims

If you need to make a claim under this section the following claims handling office should be used:

### Allianz Legal Protection

Redwood House  
Brotherswood Court  
Great Park Road  
Bradley Stoke  
Bristol, BS32 4QW  
Tel: 0870 241 4140

**Lines are open 24 hours a day, 365 days a year.**

You will be asked for the Master Policy Number, shown in your Policy Schedule, and a brief summary of the problem.

## Claims Handling Centre

### Essential Business Insurance Claims

Allianz Insurance plc  
500 Avebury Boulevard  
Milton Keynes  
MK9 2XX

Telephone: 0844 893 9580

**Lines are open Monday to Friday**

# Additional Information

## Employers Liability Certificates

The Employers Liability (Compulsory Insurance) Regulations 1998 lay down certain obligations for employers and in particular you should be aware of the following:

- **Display of Certificates**

Allianz will provide you with a Certificate of Employers Liability Insurance and this will clearly state the companies covered by the policy. You must display a copy of the certificate at each business premises where your employees can see it easily.

- **Retention of Certificates**

You are strongly advised to retain copies of Employers Liability Certificates that have expired for as long as reasonably practicable. This is because certain claims e.g. industrial disease, could be made many years after the disease is caused.

## Health & Safety Legislation

Where you are required to do so under Health and Safety legislation you must:

- have a Health & Safety Policy in place
- undertake Risk Assessments in order to identify workplace hazards
- have an induction and on-going training programme which is regularly reviewed and recorded
- have a nominated person responsible for Health & Safety.

## Data Protection Act

We may use the personal and business details you have given us or which are supplied by third parties including any details of directors, officers, partners and employees to provide you with a quotation; deal with your policy; to search credit reference and fraud agencies who may keep a record of the search; to share with other insurance organisations to help offset risks, to help administer your policy and to handle claims and prevent fraud; to support the development of our business by including your details in customer surveys, and for market research and compliance business reviews which may be carried out by third parties acting on our behalf. You agreed when you applied for the policy that your directors, officers, partners and employees consent to our using their details in this way.

We may need to collect data relating to Insured Persons, which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by us and that this fact is made known to the Insured Persons.

We may share your details with other companies within the Lloyds TSB Insurance Services Ltd and Allianz group of companies or pass them to third parties so that we may tell you by telephone, email or post of products and services which we think may be of interest to you. If you do not want to know about these products please write to: Customer Satisfaction Manager, Essential Business Insurance Centre, PO Box 2934, Bristol, BS1 9ES to let us know. Your details will not be kept for longer than is necessary.

Under the Data Protection Act 1998 individuals are entitled to a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager at the address above.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

# Additional Information (continued)

## Terrorism Cover

In addition to the cover automatically provided, the policy (except for Legal Expenses – Section 9) can be extended to provide Terrorism cover for an additional charge.

## Survey and Risk Improvement Condition

If the policy has been issued or renewed subject to us carrying out a survey then it will be a condition of the policy that you must comply with all risk improvements required by us within time scales specified by us.

We reserve the right to amend the terms and conditions of cover if you do not comply with this condition.

## Policy Limits

Higher limits may be available on request.

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