



Policy Overview

Retailer

UNDERWRITTEN BY

Allianz 

Retailer Policy Overview

Arranged by

 **Touchstone**
Underwriting

Policy Overview

This is a policy overview only and does not contain full terms and conditions of the contract of insurance. Some covers are optional and will only apply if you have selected them. Full terms and conditions can be found in the policy documents, a copy of which is available on request.

What is Retailer?

Retailer is designed to meet the demands and needs of someone wishing to insure the assets, earnings and legal liabilities of their business.

It is arranged by Touchstone Underwriting Limited and underwritten by Allianz Insurance plc.

What is the policy duration?

The policy has a 12 month period of insurance (unless shown differently on your policy schedule), and is annually renewable. The start and end dates of the policy are detailed in the policy schedule.

How do I cancel the policy?

To cancel the policy, please contact the insurance adviser who arranged the policy.

Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current period of insurance, you will be entitled to a return of premium calculated on a pro-rata basis, less an administration charge of £25. This is subject to certain terms and conditions, full details of which can be found in the policy wording.

How do I make a claim?

If You need to claim, please contact your insurance adviser in the first instance or alternatively you may contact Touchstone Underwriting as follows:

Post: Touchstone Underwriting Limited
Meridien House
71 Clarendon Road
Watford WD17 1DS

Or You can notify Allianz Insurance plc of a claim by:

Telephone: Property Claims **0344 412 9988**
Liability Claims **0344 893 9500**

Our claims helpline is available 24 hours a day, 7 days a week.

Post: Allianz Claims
PO Box 10509
51 Saffron Road
Wigston LE18 9FP

Please have your policy number to hand and as much information about the claim as possible. For further information please see page 12.

Your Obligations

You must make a fair presentation of the risk at inception, renewal and variation of the policy.

The premium is to be paid on request. Please speak to your insurance adviser about the options available for the payment of your premium.

Please periodically review the policy documentation to make sure that it meets and continues to meet your needs and that you understand it's terms, conditions, limits and exclusions. If you wish to make a change or if there is anything you do not understand please contact your insurance adviser. If you fail to do so your policy may not operate or not operate fully.

Please tell your insurance adviser as soon as reasonably possible if there are any changes to your circumstances which could affect your insurance. If your circumstances change and you do not tell your insurance adviser, you may find that you are not covered if you need to make a claim.

You must tell us as soon as you can about any claim or incident that may lead to a claim. You, or anyone claiming under this policy, must not admit fault or responsibility or pay, offer or agree to pay any money or settle any claim without our permission.

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 at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

What is the law applicable to the contract?

Unless agreed otherwise all aspects of the policy including negotiation and performance are subject to English law and the decisions of English courts.

How do I make a complaint?

If you have a complaint about anything other than the sale of the policy please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager
Allianz Insurance plc
57 Ladymead
Guildford
Surrey GU1 1DB

Alternatively:

Phone: **01483 552438**

Email: **accsm@allianz.co.uk**

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service which offers a free, independent complaint resolution service.

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Website: www.financial-ombudsman.org.uk

Telephone: 0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service. Please quote our e-mail address: accsm@allianz.co.uk. Alternatively, you can contact the Financial Ombudsman Service directly.

Full details of our complaints procedure will be found in the policy documentation.

Core Covers

Trade Contents – Policy Section 1

Significant Features and Benefits

Cover includes the following:

- fire, lightning, aircraft, impact, malicious acts or vandalism
- storm or flood, escape of water
- theft, hold-up involving violence to you or your employees
- accidental damage

Damage to external blinds, awnings, canopies and signs up to £2,500 any one claim

Cost of replacement of locks following theft of keys up to £5,000 any one claim

35% seasonal increase in stock sum insured

Trace and access – covers the cost of locating the source of escape of water or fuel oil from any tank, apparatus or pipe and subsequent making good of damage up to £50,000 during any one period of insurance

Loss of oil and metered water, gas or electric – covers loss of oil and additional metered water, gas or electric charges incurred up to £15,000 during any one period of insurance

Emergency vehicles – covers the cost of reinstating or repairing landscaped grounds following damage by emergency services vehicles up to £10,000 during any one period of insurance

Clothing and personal effects up to £1,000 any one person

Temporary removal for cleaning, renovation or repair of fixtures and fittings up to 20% of the sum insured

Glass breakage cover including sanitaryware, neon/illuminated signs and shop front and the cost of boarding up broken or damaged glass

Automatic cover for alterations, additions and improvements made to your property up to 15% of the sum insured or £500,000 whichever is the less

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 £2,500

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

Clearing of drains – covers expenses incurred in cleaning, clearing or repairing drains, gutters and sewers following damage, up to £2,500

Business cover away from the premises whilst anywhere in the European Union up to 15% of landlords fixtures and fittings and All Other Contents sum insured or £25,000 whichever is the less

Significant Exclusions or Limitations

- when any building or portion thereof becomes unoccupied for a period of 30 consecutive days or more, cover will be restricted and additional terms will apply
- 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
- gradual deterioration
- electrical or mechanical breakdown
- £250 excess applies to claims caused by malicious damage, impact, water damage, theft and accidental damage increasing to £500 for the first period of insurance for businesses established for less than 12 months
- property which is moveable in any basement or sub-basement must be kept at least 4 inches (10 centimetres) above floor level
- appreciation in value in excess of the sum insured
- damage to automated teller machines (ATM)
- damage to automatic teller machines (ATM) by theft or attempted theft or by hold up by violence or threats of violence

Trade Contents – Policy Section 1

Significant Features and Benefits

Uninhabitable premises – covers 2 years rent payable up to a maximum of 25% of the contents sum insured following damage which renders the premises uninhabitable.

Fire extinguishers, sprinklers and security equipment – covers the cost of re-filling, recharging or replacing fire extinguishers and fire suppression systems and the resetting of fire or intruder alarm systems up to £10,000 any one claim

Unauthorised use of supplies – covers the unauthorised use of metered supplies up to £10,000 any one period of insurance

Exhibitions – cover for property whilst at any exhibition in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands up to £25,000 any one exhibition

Property in the open – cover for property in a garden, yard or open space up to £5,000 any one period of insurance

Significant Exclusions or Limitations

Money and Personal Assault – Policy Section 2

Significant Features and Benefits

Cash and other negotiable money:

- on the premises during business hours, in transit or in a bank night safe up to £10,000
- cash in a locked safe at the premises out of business hours, subject to satisfactory safe up to £10,000
- out of safe outside business hours in the premises up to a limit of £500
- in the personal custody of you or an employee up to a limit of £1,000
- in a self fill automated teller machine (ATM) at the premises up to £10,000

Theft or theft damage to any safe

Personal accident assault covers you or your partners, directors or employees if attacked/assaulted during theft or attempted theft of money whilst on business

National lottery scratch cards within the premises 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 75 years
- any loss of money from an automated teller machine (ATM) which is not filled by you
- any loss or shortage due to error or omission
- any loss due to forgery, fraudulent alteration or substitution, or fraudulent use of a computer or electronic transfer
- any loss due to any form of payment which proves to be counterfeit, false, invalid, uncollectible or irrecoverable for any reason
- a £250 excess applies for any ATM loss
- 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 2 adults when in excess of £3,000 and 3 adults when in excess of £6,000
- cash must be removed from the automated teller machine (ATM) outside of business hours

Where the ATM is installed within the Building:

- cash must be removed from the ATM outside of business hours
- the door to the ATM and the security container(s) within must be left open outside of business hours
- notices must be displayed stating that the ATM holds no cash when the premises are closed for business
- the ATM must be located as far away from accessible doors and windows as is reasonably practicable and be secured to the floor by a proprietary fixing system installed by the ATM installer

Goods in Transit – Policy Section 3

Significant Features and Benefits

Loss or damage to your business goods whilst in transit including loading and unloading of any vehicle owned or operated by you.

Sum insured is £10,000

Significant Exclusions or Limitations

- loss or damage due to:
 - deterioration or inadequate packaging or delay
- theft from any vehicle left unattended, unless the vehicle has all points of access closed and secured by the locks and other protections fitted and all the keys are removed
- loss or damage to glass, precious metals or stones, jewellery, watches, stamps
- loss or damage outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands

Deterioration of Stock – Policy Section 4

Significant Features and Benefits

Loss of stock in any cold chamber by deterioration

Sum insured is up to £5,000 in total contained in a maximum of 5 cold chambers.

Significant Exclusions or Limitations

- £50 excess each and every claim
- a maintenance contract must be in force for any cold chamber over 10 years old
- cover is excluded when any building or portion thereof becomes unoccupied for a period of 30 consecutive days or more

Business Interruption – Policy Section 5

Significant Features and Benefits

Covers loss of Gross Profit if the business is interrupted as a result of loss or damage by any cause covered by the Trade Contents section. A standard limit of £800,000 applies with a 24 months indemnity period. Higher limits are available on request.

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

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

Supply undertakings provides cover arising from damage to property of the electricity, gas or water provider

Specified illnesses provides cover arising from loss due to any specified illnesses at the premises or food or drink supplied from the premises

Suppliers premises provides up to £25,000 for interruption caused by damage at suppliers premises

Accountants charges incurred in connection with a claim

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.

Government or local authority action – covers up to £25,000 following prevention of access to the premises following the actions or advice of a government or local authority due to an emergency which is likely to endanger life or property

Loss of Attraction – covers damage to property in the vicinity of the premises causes a fall in customers attracted to Premises

Essential personnel – covers additional expenditure as a result of the death or permanent disablement of essential personnel up to £10,000

Lottery Winners – covers additional expenditure as a result of an employee or group of employees resigning following a lottery win up to £25,000

Failure of Supply – cover extends to include interruption of or interference resulting from the accidental failure of supply of electricity, gas, water and telecommunications services

Significant Exclusions or Limitations

- exclusions as shown under the Trade Contents section
- the deliberate act of the electricity supplier in restricting the supply
- £1,000 excess applies to each and every subsidence claim at each separate premises
- a limit of £5,000 applies due to costs incurred in cleaning and decontamination
- the employee or group of employees must resign within 14 days from the date of the successful lottery win, and the amount won by any one employee must exceed £100,000
- Cover is subject to a number of exclusions and conditions - please refer to the policy wording for details. Cover will exclude damage to any overhead transmission or distributing lines or their supporting structures located over one mile from the premises. Cover also does not apply for the first 4 hours of interference, increased to 12 hours for telecommunications services, which is also limited to a Maximum Indemnity Period of 3 months.

Liabilities – Policy Section 6

Significant Features and Benefits

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

Public Liability covers 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 for any one claim

Products Liability covers accidental injury or accidental damage caused by products supplied up to a selectable limit of indemnity of £2 million or £5 million for any one period of insurance

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

Leased, Rented or Hired Premises covers your legal liability for damage to leased, rented or hired premises.

Data Protection Legislation Cover – provides protection up to a limit of £250,000

Defective Premises Act 1972 – protects you from potential liabilities for defects in properties let, sold or disposed of by you

Court attendance – covers attendance as a witness in connection with the defence of a claim. Limits are:

- £750 for each days attendance for partners and directors
- £250 for each days attendance by an employee

Significant Exclusions or Limitations

- the cost of recalling or refunding a defective product or rectifying faulty work
- 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 exports to the USA or Canada
- any liability in respect of pollution or contamination unless caused by a sudden and unintended incident
- liability in any way caused by, arising from or contributed to by exposure to, fear of exposure to, or inhalation of asbestos

Commercial Legal Expenses – Policy Section 9

Commercial Legal Expenses is a 'claims made' cover section, which means that claims must be initially notified to the insurers during the period of insurance.

Significant Features and Benefits

The cover provided under this Section covers Claims where the Insured

- first receives notification they need to defend a claim from a third party; or
- first becomes aware they need to pursue a claim against a third party; and

notifies the Insurer during the Period of Insurance.

Limit of Indemnity

You have cover of up to £100,000 for any one claim in respect of your legal costs you need to take or defend legal action relating to your business for all claims except:

- Business Aspect Enquiry which is £2,000 any one claim;
- Jury Service Allowance and Witness Attendance Allowance which are £5,000 any one claim

The aggregate limit of indemnity for all Claims first notified to the insurer during the period of insurance is £1,000,000

Significant Exclusions or Limitations

- Employment issues where you have not sought and followed the advice of the Lawphone Legal Helpline before making significant changes to an Employee's contract or taking any action which leads to the giving of a formal warning or dismissal of an employee
- Any dispute arising from an agreement the Insured enters into to let the Premises for residential purposes.
- The pursuit by the Insured of an Undisputed Debt.
- Any claim relating to deliberate, reckless or careless mis-statements by you
- Claims where there are no reasonable prospects of a satisfactory outcome
- Any legal expenses incurred without our written consent
- At any time before we agree that legal proceedings need to be issued, we will choose the legal representative. You can only choose the legal representative if we agree that legal proceedings need to be issued or if a conflict of interest arises that means the legal representative chosen by us cannot act for you. This does not apply to claims where we may be liable to pay Awards of Compensation or Data Protection Compensation Awards. In these circumstances we will always choose the legal representative

Additional Benefits available to all policyholders

Lawphone Legal Helpline

Advice on any business related legal matter

- Advice is only available over the telephone
- Advice only relates to your company's legal problems
- Advice will always be in accordance with the laws of Great Britain and Northern Ireland

Tax Advice Helpline

Advice on any tax matter affecting your business

The advice is provided by Abbey Tax Protection a trading division of Abbey Tax and Consultancy Services Ltd

- Advice is only available over the telephone
- No advice is available in respect of tax planning
- Advice will always be in accordance with the taxation laws of Great Britain and Northern Ireland

Allianz Legal Online

Online support to help you produce legal paperwork in connection with your business

- This service is only available over the internet.
- The legal paperwork and guidance will always be in accordance with the laws of Great Britain and Northern Ireland

Additional Services available to all policyholders

Undisputed Debt Recovery Service

Access to this service which will pursue debts arising out of a contract and which are not disputed by the person or organisation that owes them to your business

The service is provided by DWF LLP for undisputed debts within England and Wales, and HBJ Claim Solution solicitors for undisputed debts within Scotland

- The legal action to recover the debt must be able to be taken within Great Britain
- The amount of the undisputed debt must be at least £250
- We will not cover any fees or expenses necessary to recover the undisputed debt. These fees and expenses will be confirmed to you before any work is undertaken to recover the undisputed debt
- This service does not apply where the person or organisation that owes the debt to your business has a realistic chance of defending the legal action you take to recover that debt

Commercial Legal Expenses – Policy Section 9 (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Solicitor Employment Support Service</p> <p>This service will provide you with the use of a solicitor to carry out, on your behalf:</p> <ul style="list-style-type: none"> • a redundancy programme; or • an internal disciplinary hearing or grievance hearing relating to an Employee. <p>This service is available if the Lawphone advisor decides you would benefit from this service and is provided by DWF LLP</p>	<ul style="list-style-type: none"> • There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy
<p>Specialist Legal Support Service</p> <p>This service will provide you with access to a specialist solicitor if</p> <ul style="list-style-type: none"> • Lawphone is unable to assist with the legal problem because it is specialist in nature; or • the claim is not covered by the legal expenses section; or • you require a full legal review of your business. <p>This service is provided by DWF LLP</p>	<ul style="list-style-type: none"> • There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy
<p>Crisis Response</p> <p>This service will provide you with access to</p> <ul style="list-style-type: none"> • a range of services to provide support to prepare for, and deal with, a business crisis. • crisis management training, reviews and a bespoke crisis management plan. <p>This service is provided by DWF LLP</p>	<ul style="list-style-type: none"> • There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy

Optional Covers

Buildings – Policy Section 7

Significant Features and Benefits

Cover as defined under the Trade Contents section for buildings including the cost of demolition, underground services, removal of debris, shoring or propping up, architects and solicitors fees

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

Automatic cover for alterations, additions and improvements made to your property up to 15% of the sum insured or £500,000 whichever is the less.

Significant Exclusions or Limitations

- theft or theft damage involving any partner, director, employee or family member
- £250 excess applies to claims caused by malicious damage, glass breakage, water damage, accidental damage, theft and impact
- storm and flood excludes damage to fences and moveable property in the open
- damage to automatic teller machines (ATM) by theft or attempted theft or by hold up by violence or threats of violence
- a minimum excess of £1,000 applies to subsidence claims under the optional cover extension
- subsidence cover excludes:
 - damage to surfaced areas, walls, gates and fences
 - coastal or river erosion
 - damage prior to inception of cover
- when a building or any portion thereof becomes unoccupied for a period of 30 consecutive days or more, cover will be restricted and additional terms will apply

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 £250,000

Significant Exclusions or Limitations

- failure to comply with requirements of the licensing authorities

Terrorism – Policy Section 10

Significant Features and Benefits

Covers your business against losses suffered as a result of an act of terrorism

Includes losses incurred through:

- destruction, damage or loss of insured property and/or
- business interruption

Significant Exclusions or Limitations

- digital and cyber risks
- losses occasioned by riot, civil commotion and war
- any losses arising from locations outside of England, Wales and Scotland
- any land or building which is insured in the name of an individual and is occupied by that individual for residential purposes

Personal Accident – Policy Section 11

Significant Features and Benefits

Provides compensation in accordance with the Scale(s) of Compensation specified in the Schedule for accidental bodily injury during the period of insurance and operative time of cover which, within 12 months thereof solely directly and independently of any other cause results in:

Death

Permanent Total Disablement

Loss of Hearing

Loss of Internal Organ

Loss of Limb

Loss of Sight

Loss of Speech

Temporary Total Disablement

Temporary Partial Disablement.

Significant Exclusions or Limitations

The policy does not cover injury arising from:

- Suicide or self injury
- Drugs or alcoholism
- Winter sports (other than curling or skating)
- Flying as a member of aircraft crew
- Service in the armed forces
- Sexually transmitted diseases including HIV
- Sickness or disease

Condition – Age Limitation

Unless otherwise agreed by the Insurer and specifically noted in this Section no person aged 75 or over at the commencement of the period of insurance will be covered by this section.

Theft by Employee – Policy Section 12

Significant Features and Benefits

Covers loss of money or goods belonging to the Insured caused by theft by any employee described in the schedule.

Significant Exclusions or Limitations

- Theft by an employee discovered more than 24 months after the termination of this section
- Loss of interest or consequential loss of any kind
- Loss where the insured continues to entrust the defaulting employee with money or goods after becoming aware of any material fact bearing on the honesty of the said employee
- Any unexplained shortages
- £250 excess each and every claim.

How to Make a Claim

If You need to claim, please contact your insurance adviser in the first instance or alternatively you may contact Touchstone Underwriting as follows:

Post: Touchstone Underwriting Limited
Meridien House
71 Clarendon Road
Watford WD17 1DS

Or You can notify Allianz Insurance plc of a claim by:

Telephone: Property Claims **0344 412 9988**
Liability Claims **0344 893 9500**

Post: Allianz Claims
PO Box 10509
51 Saffron Road, Wigston LE18 9FP

If you have a Commercial Legal Expenses claim you can notify Allianz Legal Protection by contacting the Lawphone Legal Advice Helpline on **0344 873 8150** quoting the five digit Master Policy Reference shown in the Commercial Legal Expenses section in the policy schedule.

Post: The Claims Department
Allianz Legal Protection
Allianz-ALP
PO Box 10623
Wigston
LE18 9HJ

Lines are open 24 hours a day, 7 days a week.

Our claims helpline is available 24 hours a day, 7 days a week.

Please try to notify us of a claim promptly after the incident, or immediately in the event of a serious accident, loss or damage.

Claims Details

Please have the following information available, where possible, when making a claim:

Property Claims

- Your contact information, including address and telephone numbers
- Policy type and Insurer Unique I.D.
- Date the loss occurred
- Location and description of the loss

Injury Claims

- Your contact information, including address and telephone numbers
- Policy type and Insurer Unique I.D.
- Date the loss occurred
- Name and address of injured party
- Description of the injury, where and how it occurred

Commercial Legal Expenses Claims

- Your contact information, including address and telephone numbers
- Master Policy reference shown in the schedule under Section 9 – Commercial Legal Expenses
- Brief summary of the problem

What to expect when making a claim

We aim to deal with your claim promptly and fairly. We will update you on the progress of your claim by email, mail or by phone – whichever you prefer.

Depending on the type of claim and value involved, we may:

- forward a claim form for you to complete and sign
- ask you for additional information
- appoint an independent loss adjuster to deal with your claim (loss adjusters are claims specialists who investigate large or complex claims, usually at the scene of an incident, to establish the cause of the loss and assist the insurer in dealing with your claim)
- arrange for a member of our claims team to visit you

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This policy is underwritten by Allianz Insurance plc.

www.allianz.co.uk

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