

## Policy Summary

## keyfacts <sup>®</sup>

The Retailers Policy (other than Section 10 - Commercial Legal Protection) is underwritten by Allianz Insurance plc.

This is a Policy Summary only and does not contain the full terms and conditions of the contract. Full terms and conditions can be found in the Policy Document, a copy of which is available on request.

Retailers policies are of a maximum of twelve months duration.

### What is the Retailers Policy?

The Retailers Policy is designed to cover the assets, earnings and legal liabilities of your business. It is designed for independent shopkeepers and franchised retailers. It is a composite policy with the Standard and Optional sections described below. The policy is index-linked to ensure your cover keeps in line with inflation. Policies are subject to survey – See “Survey and Risk Improvement Requirements” in the Policy Document.

### Significant Features and Benefits other than for Section 10 - Commercial Legal Protection

#### Standard Benefits

##### Business Contents

- All Risks cover for your trade contents and stock - sums insured selected by you.
- All Risks cover provides for a whole range of perils including fire, explosion, lightning, earthquake, storm, flood, escape of water, riot & civil commotion, malicious damage, impact, leakage of oil from heating systems, theft by forcible and violent entry/exit and accidental damage.

#### Extensions to Standard Cover

Cover automatically includes the following extensions. Most limits shown can be increased on request.

##### Automatic Extensions of Cover      Standard Cover Limit:

- Damage to fixed glass, shop fronts and sanitary fittings up to the total sum insured. Inner limits apply for frames, ornamental lettering and alarm foil £500
- Damage to external blinds and signs (excluding Neon) £1,000
- Loss or damage to your business goods in transit (provided loaded vehicles are locked at all times when unattended and garaged overnight) £2,000
- Theft of keys including cost of replacement locks £500
- Loss of money
- In transit or night safe
- (Cash carrying warranty will apply) £3,000
- During business hours (Money left unattended and not contained in locked safe will be limited to £500) £3,000
- From residence of principal/employee £500
- From vending machines £300
- Outside business hours:
  - From locked safe £1,500
  - Not contained in a safe £500
- Non-negotiable money (e.g. crossed cheques, credit card counterfoils) £250,000
- Money cover does not extend to include money in any Automated Teller Machine unless specifically agreed by us and endorsed in your policy
- Personal accident and assault following robbery or hold up Benefit of £100 per week, £10,000 for loss of limbs
- Loss of freezer contents following accidental change in temperature £2,000

- Seasonal increase. Automatic increase in stock sum insured during busy periods Up to 25%
- Outside catering - cover against injury to the public and damage to their property including damage to your equipment. Limit for equipment £2,000
- Damage to property at exhibitions £2,000
- Lottery equipment cover Included
- Loss of metered water £2,500
- Damage to landscaped gardens caused by emergency services £1,000

#### Business interruption cover

Helps to keep you in business following a claim, by protecting your trading position. Cover is for the reduction in gross income, and reasonable additional expenditure necessary to maintain business continuity. The amount of standard cover is £500,000 with a 12-month indemnity period.

Automatic extensions of cover include murder/suicide, suppliers, denial of access and failure of public utilities supplier e.g. electricity water gas.

#### Loss of accounts receivable

Cover for money that is owed by customers, which cannot be collected because records have been lost or damaged by an insured peril. Standard cover limit £25,000.

#### Loss of liquor licence

Cover against the depreciation in the value of your premises and any subsequent loss of profit following loss of licence from causes beyond your control. Cover limit £100,000.

#### Employer's liability

Cover for damages, legal costs and expenses for which you are liable as a result of injury to your employees. Cover limit £10,000,000.

#### Public & Products liability

Cover against injury to the public and damage to their property including liability arising from the sale or supply of goods. Cover limit £2,000,000.

#### Optional Cover

The following cover options are all available at extra cost.

##### Buildings

- Provides for the cost of rebuilding
- All risks cover as standard as per Business Contents
- Option to include subsidence

#### Theft by employees

Cover against fraud or dishonesty of employees involving the theft of money and contents Limit £5,000. Policy excess £250.

#### All risks - specified items

UK cover for specified items that will be used away from the premises, with up to 30 days worldwide cover. Policy excess £250.

#### Computer breakdown

Cover against breakdown or failure of computer equipment up to a level specified by you or loss or damage to computer records. Cover limit: £5,000.

Cover against additional expenditure following computer breakdown. Cover limit: £10,000.

Cover against incompatibility of computer records and additional rental costs. Cover limit: £5,000. Excess. £250.

## Significant Exclusions or Limitations applicable to all sections other than Section 10 - Commercial Legal Protection

- Asbestos exclusion – only applicable to Public and Products Liability. We will not be liable for legal liability in respect of injury loss or damage directly or indirectly caused by arising from or in consequence of or in any way involving asbestos. Provided that this exclusion shall not apply to liability for injury or loss of or damage caused by any commodity article or thing containing asbestos is not itself a direct or indirect cause of such injury or loss or damage.
- Stock in any cellar or basement to be placed on racks at least 150mm above floor level – See Section 1 of the Policy Document
  - Contents of the Shop, item A2, for full details
- Goods in Transit – if vehicle is left unattended between 9pm and 6am then the vehicle must be locked at all points of access and kept in a locked garage – See Section 1 of the Policy Document
  - Contents of the Shop, item E3, for full details
- Pollution or Contamination is excluded other than by a sudden and unforeseeable incident which takes place in its entirety at a specific time and place during the Period of Insurance – See section 3(b) of the Policy Document – Public and Products Liability, item C
- Minimum standards of security apply. Theft and theft of money is excluded unless the security requirements are fully complied with – please see “General Condition 6” of the Policy Document for full details and, if indicated in the Schedule, Special Clause 1 for details of our alarm requirements. See also the leaflet headed “Important Information” supplied with your quotation pack for a detailed statement of requirements
- Your Duty of Care (see General Condition 9 in the Policy Document). You must take all reasonable steps to prevent/minimise loss, damage, injury or accident and to minimise the cost of claims or legal proceedings and keep all Property Insured by the Policy in efficient condition and good repair. You must also take reasonable care when selecting Employees
- Terrorism cover is excluded, but can be considered – see General Exception 6 in the Policy Document
- Date recognition exclusion. The inability of systems correctly to recognise any date as its true calendar date. See General Exception 7 in Policy Document
- E risks exclusion (not applicable to Employers Liability, Public Liability, Personal Accident or Sickness and Commercial Vehicle Insurances). Excludes loss, destruction of or damage to any computer equipment or financial loss due to programming or operator error, virus or hacking. See General Exception 9 in Policy Document
- Policy excesses:
  - £250 minimum for storm, flood, escape of water, malicious damage, theft, glass, accidental loss or damage, public liability, damage to third party property, loss of freezer contents
  - £1,000 minimum for subsidence
  - Minimum excesses for optional covers as indicated
  - The quotation/Policy schedule shows the excesses which apply
- Adequacy of sums insured. Your sums insured must represent the full cost of replacement as your cover is subject to Average i.e. if you are under insured, we will only pay a proportion of your claim. For example the sum insured should represent the cost of:
  - Buildings - rebuilding as new including an allowance for professional fees and removal of debris
  - Trade contents - replacement as new
  - Stock replacement at peak levels
- Specific endorsements may be applicable and these are detailed fully in your Schedule and Policy Document

### Commercial Legal Protection

Commercial Legal Protection (Section 10 of the Policy) is an optional cover designed to cover your legal expenses in certain circumstances as detailed in the Policy Document. This section is underwritten by DAS Legal Expenses Insurance Company Limited.

## Significant Features and Benefits for Commercial Legal Protection (Section 10 of the Policy Document)

This is in four parts and covers against:

- Employment disputes and compensation awards
- Legal defence

- Property protection and bodily injury
- Tax investigation and VAT disputes
- Cover limit £60,000 any one claim; maximum limit of £1m in any one period of insurance for Employment Compensation Awards

## Significant Exclusions or Limitations for Commercial Legal Protection (Section 10 of the Policy Document)

- Any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by this Section. See Exclusion 1 to Insured Incident 1 (A) of Section 10
- Any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of the indemnity provided by this Section if the Date of Occurrence was within the first 180 days of the indemnity provided by this Section. See Exclusion 2 to Insured Incident 1 (A) of Section 10
- Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this Section. See Exclusion 3 to Insured Incident 1 (A) of Section 10
- A contract entered into by You. See Exclusion 1 of Incident 3 (A) of Section 10

This is a Summary only of Section 10 and does not contain the full terms and conditions of the contract. Full terms and conditions can be found in the Policy Document.

### Your Cancellation Rights

You have a right to cancel the cover within fourteen (14) days of the date you receive the Policy (referred to as the “cooling off” period).

If you exercise your right to cancel during the cooling off period, you will be entitled to a return of the premium paid unless a claim has been made which leads to the contract being fully completed. A proportionate amount in respect of the time the policy has been in force will be deducted from any refund, as will a charge of £25 to cover our operational costs.

Full details are shown in General Condition 2 of the Policy Document, which is available on request.

### Compensation

In the event that either insurer is unable to meet its liabilities you may be entitled to compensation from the Financial Services Compensation Scheme. Full details can be found in the Policy Document.

### Claims

**To make a Claim (other than for Section 10 - Commercial Legal Protection) telephone 0844 871 0940 (office hours) or 0870 606 1234 (out of hours) and we will tell you what to do next.**

Claims Procedure for Section 10 – Commercial Legal Protection:

Call the Legal Protection Claims Line, 0845 330 1180 (24 hours) and we will tell you what to do next.

Full details of the Claims Services are detailed in the Policy Document.

### Complaints

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 confirm receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we are unable to do so, we will let you know when the answer may be expected. If we have not resolved the problem within eight weeks, we will provide you with information about the Financial Ombudsman Service.

Should you wish to make a complaint, then it should be directed to the appropriate one of the following:

Section 10 of the Policy – Commercial Legal Protection.

**Customer Relations Department, DAS Legal Expenses Insurance Company Ltd, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.**

All other sections of the Policy:

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

**Telephone helpline: 0845 330 1800**